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April 24, 2000

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APR 24 2000

PUBLIC SERVICE
COMMISSION

Mr. Martin Huelsmann
Executive Director
Public Service Commission
211 Sower Bldv.
Frankfort, Kentucky 40601

RE: Interconnection Agreement Between GTE South Incorporated and
TSR Wireless LLC

Case 2000-190

Dear Mr. Huelsmann:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are six copies of an Interconnection Agreement recently executed between GTE South Incorporated and TSR Wireless LLC.

This Interconnection Agreement is being provided to the Commission for its review and approval.

Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

Larry D. Callison
Larry D. Callison

Enclosures

c: Mr. Ardon P. Beahm - TSR Wireless LLC

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**PUBLIC SERVICE
COMMISSION**

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

TSR WIRELESS LLC

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**INTERCONNECTION AGREEMENT
BETWEEN
GTE SOUTH INCORPORATED
AND
TSR WIRELESS LLC**

This Interconnection Agreement (the "Agreement"), is by and between GTE South Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and TSR Wireless LLC, in its capacity as an authorized provider of paging services ("TSR"), with its address for this Agreement at 2200 Fletcher Avenue, Fort Lee, NJ 07024 (GTE and TSR being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Kentucky only (the "State").

WHEREAS, interconnection between competing Telecommunication Carriers is necessary and desirable for the termination of traffic originating on GTE's network; and

WHEREAS, the Parties desire to terminate such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, TSR holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services, including one-way paging services, which TSR is now providing in the State as a Telecommunications Carrier; 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 Communications Act of 1934, as amended, 47 U.S.C. § 251, imposes specific obligations on LECs with respect to the interconnection of their networks;

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 TSR hereby covenant and agree as follows:

ARTICLE 1.

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 termination of traffic originated by GTE end-user customers or traffic transiting GTE's network, and terminated to TSR end-user customers. This Agreement will be submitted to the Kentucky Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken 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 and/or matters related to GTE's cost recovery covered in this Agreement.

The services and facilities to be provided to TSR by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II

DEFINITIONS

2.1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

2.1.1. Act

The Communications Act of 1934, as amended, 47 U.S.C. § 151, *et. seq.*

2.1.2. Affiliate

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.

2.1.3. Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

2.1.4. Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

2.1.5. Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.1.6. Central Office Switch

A switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

2.1.7. CLLI Codes

Common Language Location Identifier Codes.

2.1.8. Commercial Mobile Radio Services (CMRS)

A radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

2.1.9. Commission

The Kentucky Public Service Commission.

2.1.10. Common Channel Signaling (CCS)

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.

2.1.11. Compliance

Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

2.1.12. Customer

GTE or TSR depending on the context and which Party is receiving the service from the other Party.

2.1.13. DS-1

A service carried at digital signal rate of 1.544 Mbps.

2.1.14. DS-3

A service carried at digital signal rate of 44.736 Mbps.

2.1.15. Exchange Message Record (EMR)

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

2.1.16. Exchange Service

All basic access line services, 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.

2.1.17. Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 3.44.

2.1.18. FCC

The Federal Communications Commission.

2.1.19. Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 3.44).

2.1.20. GTOC

GTE Telephone Operating Company.

2.1.21. Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

2.1.22. Hazardous Waste

As described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

2.1.23. Imminent Danger

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

2.1.24. Incumbent Local Exchange Carrier (ILEC)

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations. This includes GTE.

2.1.25. Interconnection Facility

See "Internetwork Facilities".

2.1.26. Interconnection Point (IP)

The physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

2.1.27. Interexchange Carrier (IXC)

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

2.1.28. Internetwork Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Telecommunication Services.

2.1.29. Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

2.1.30. Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes GTE.

2.1.31. Local Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPANXX routing and homing information, as well as network element and equipment designation.

2.1.32. Local Traffic

For purposes of compensation between the Parties, traffic that is originated and terminated within the same Major Trading Area (MTA), provided that TSR's end-user receives CMRS service. Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long-distance telephony.

2.1.33. Main Distribution Frame (MDF)

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.1.34. Meet-Point Billing (MPB)

Refers to an arrangement whereby two Telecommunications Carriers jointly provide the transport element of a switched access service to one of the Telecommunications Carrier's end office switches, with each Telecommunications Carrier receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

2.1.35. MidSpan Fiber Meet

An interconnection architecture whereby two Telecommunication Carriers' fiber transmission facilities meet at a mutually agreed upon IP.

2.1.36. Multiple Exchange Carrier Access Billing (MECAB)

Refers to the 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 Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more Telecommunication Carriers or by one Telecommunication Carrier in two or more states within a single LATA.

2.1.37. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)

A document developed by the Ordering/Provisioning Committee under the auspices 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 MECOD document, published by Telcordia Technologies as Special Report

SR-STIS-002643, establishes methods for processing orders for access service which is to be provided by two or more Telecommunication Carriers.

2.1.38. North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, and Caribbean countries.

2.1.39. Numbering Plan Area (NPA)

Also sometimes referred to as an area code, 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.

2.1.40. NXX, NXX Code, Central Office Code or CO Code

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.

2.1.41. Owner and Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 3.44).

2.1.42. Provider

GTE or TSR depending on the context and which Party is providing the service to the other Party.

2.1.43. Rate Center

The specific geographic point (the "rating point") and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Carrier for its provision of Telecommunications Services. The geographic point is identified by a specific vertical and horizontal (V&H) coordinate that is used to calculate distance-sensitive end-user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.1.44. Right-of-way (ROW)

The right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.1.45. Routing Point

Denotes a location that a Carrier has designated on its network as the homing (routing) point for traffic that terminates to such Carriers 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 Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point need not be the same as the rating point and need not be within the same rate center, but must be in the same LATA as the associated NPA-NXX.

2.1.46. Service Control Point (SCP)

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

2.1.47. Service Switching Point (SSP)

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.1.48. Signaling Point (SP)

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.

2.1.49. Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

2.1.50. Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages among SSPs, 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. GTE STPs conform to ANSI T1.111-8 standards.

2.1.51. Subsidiary

A corporation or other legal entity that is majority owned by a Party.

2.1.52. Switched Access Service

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 C, Feature Group D, 800 access and 900 access services.

2.1.53. Telcordia Technologies

A wholly owned subsidiary of Science Applications International Corporation. The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies 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.

2.1.54. Telecommunications Carrier

A Provider of Telecommunications Services.

2.1.55. Telecommunications Services

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.1.56. Third Party Contamination

Environmental pollution that is not generated by the LEC or TSR but results from off-site activities impacting a facility.

2.1.57. Trunk Side

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.1.58. Undefined Terms

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

2.1.59. Wire Center

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. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III

GENERAL PROVISIONS

3.1. 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 control, these General Provisions apply to all Articles and Appendices of this Agreement.

3.2. Term and Termination.

3.2.1. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until May 1, 2002 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

3.2.2. Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 3.2.3 below, or a termination upon sale, pursuant to Section 3.2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

- a As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up three hundred sixty-five (365) calendar days following the Termination Date, whichever is earlier.
- b If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all similarly situated Telecommunications Carriers; or (iv) any rights under Section 252(i) of the Act.
- c Nothing herein shall be deemed to be a waiver of either Party's right, if any, to seek an extension of post-termination arrangements by an Order of a court or commission with jurisdiction in the event a party has timely proceeded under the provision of subsection (a) above but a new agreement has not replaced this Agreement within three hundred sixty-five (365) days of the Termination Date. Nor does either Party waive its right to oppose an extension request by the other Party.

3.2.3. 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 sixty (60) 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 of any of the material terms or conditions of this Agreement.

3.2.4. 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 selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. 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.

3.2.5. 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.

3.3. 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.

3.4. 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 (which shall not 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 without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

3.5. 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. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and TSR has not relied on GTE counsel, pursuant to this Agreement.

3.6. Responsibility for Payment.

GTE may charge TSR and TSR will pay GTE a deposit before GTE is required to perform under this agreement if TSR has not established a good payment history with GTE. Such deposit will be calculated based on GTE's net estimated two-month net charges to TSR for facilities provisioned by GTE under this Agreement. Interest will be paid on the deposit in accordance with state requirements for end-user deposits.

3.7. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, TSR and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.

3.7.1. Back Billing.

Neither Party will bill the other Party for previously unbilled charges that relate to services or facilities provided more than one-year prior to the current billing date.

3.7.2. Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within ninety (90) calendar days of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

3.7.3. Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable GTE/Contel state access tariffs, the state retail tariff, or the GTOC/GSTC FCC No. 1 tariff, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

3.7.4. Due Date.

Payment is due thirty (30) calendar days from the bill date.

3.7.5. Audits.

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business 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.

3.8. Binding Effect.

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

3.9. Capacity Planning and Forecasting.

Within thirty (30) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Such responsibilities shall include but are not limited to the following:

- A. The Parties will establish periodic reviews of network and technology plans and, generally to the extent the decision for a network change is final, attempt to notify each other of such change no later than six (6) months in advance of changes that would directly impact the other Party's provision of services.
- B. TSR will furnish to GTE information that provides for statewide annual forecasts of in-service quantities, and facility/demand forecasts.
- C. The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
- D. TSR shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) and may result in a material change in TSR's facilities and/or service needs in the following forecasting period.

3.10. 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.

3.11. Confidential Information.

3.11.1. 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 or visually 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 thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or Unbundled Network Elements placed by TSR pursuant to this Agreement, and information that would constitute customer proprietary network information of TSR end-user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to TSR end-users, whether disclosed by TSR to GTE or otherwise acquired by GTE in the course of its performance under this Agreement or where GTE is the NANP Number Plan Administrator, TSR information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of TSR for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

3.11.2. 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 who have a need to know the Confidential Information for performance of this Agreement;
- c To keep such Confidential Information confidential and to use 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.

3.11.3. 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 confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons 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 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.

3.11.4. Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

3.12. Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld or delayed.

3.13. Fraud.

Each Party assumes responsibility for all fraud associated with its end user customers and accounts.

3.14. Reimbursement of Expenses.

In performing under this Agreement, GTE may be required, to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement.

- a In such event GTE may seek reimbursement from TSR of the actual expenses incurred, including labor costs and expenses, overhead and fixed charges, including a reasonable contribution to GTE's common costs, through non-recurring charges ("NRCs").
- b TSR may dispute GTE's claim for reimbursement, or the amount of the claim, but only within thirty (30) days of receiving the assessment.
 - (i) If TSR disputes GTE's claim for reimbursement or the amount of the claim, TSR may withhold payment of such claim pending its resolution through the Dispute Resolution provisions of this Agreement or as agreed by the Parties.
 - (ii) Pending resolution of such dispute, GTE shall not delay implementation or otherwise fail to comply with the legal requirements on which the claim for reimbursement is based.
 - (iii) Upon resolution of the dispute in favor of GTE, TSR shall tender to GTE payment of the disputed amount, plus interest calculated from the date on which payment was originally requested and consistent with Section 9.4 of this Article III.

3.15. Dispute Resolution.

3.15.1. Alternative to Litigation.

Except as provided under Sections 251-252 of the Act with respect to the approval of this Agreement by the Commission, or the negotiation and approval of a successor agreement, or the enforcement of a party's rights under Section 252(i) of the Act, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, with the exceptions stated above, and/or with the exception of an 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 procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

3.15.2. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by knowledgeable 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 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 negotiations, are not so

exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

3.15.3. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business 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 except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. 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 a 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 or at the discretion of the Arbitrator, but only upon a showing of necessity. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. 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) Business 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.

3.15.4. Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 3.15.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

3.15.5. Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

3.15.6. Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.

3.16. 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 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.

3.17. 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.

3.18. 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 likes 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 proceed whenever such causes are removed or cease.

3.19. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

3.20. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) 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.

3.21. Standard Practices.

The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry. TSR agrees that GTE may implement such practices to satisfy any GTE obligations in furtherance of this Agreement.

3.22. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

3.23. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees 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 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.

3.24. Law Enforcement Interface.

- A. Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- B. GTE agrees to work jointly with TSR in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services relating to TSR customers will be billed to TSR. Charges for providing such services relating to GTE customers will be billed to GTE.
- C. GTE will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a TSR Customer and shall refer them to TSR.

3.25. Liability and Indemnity.

3.25.1. Indemnification.

Subject to the limitations set forth in Section 3.25.2 of this Article III, 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. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

3.25.2. End User and Content-Related Claims.

The Indemnifying 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, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified 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, suffered, made, instituted, or asserted by the

Indemnifying Party's end-users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified 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, 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 the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

3.25.3. DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT THAT A PARTY PROVIDES GOODS OR SERVICES UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF TRADE.

3.25.4. Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 3.14 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services, or facilities for the month during which the claim of liability arose. Under no circumstance 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 any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, Unbundled Network Elements or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

3.25.5. 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.

3.26. 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.

3.27. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

3.28. 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. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE South Incorporated
Attention: Tracy Pagliara, Assistant Vice President/Associate General Counsel
Service Corporation
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

and

GTE South Incorporated
Attn: Steve Pitterle, Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge -HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@telops.gte.com

If to TSR: TSR Wireless LLC

Attention: Ardon P. Beahm
Executive Vice President, Network Operations and Engineering
TSR Wireless LLC
1649 Bobali Drive
Harrisburg, PA 17104
Telephone number: 717 985 9850
Facsimile number 717 985 9803
Internet Address: abeahm@tsrwireless.com

With a copy to

Cindy Jackson
TSR Wireless LLC
2200 Fletcher Avenue, 4th Floor
Fort. Lee, NJ 07024
Telephone number: 201.947.5300
Facsimile number: 201.363.0723

3.29. Protection.

3.29.1. 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 its 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").

3.29.2. Resolution.

If either Party causes an Impairment in 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 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.

3.30. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services 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 TSR.

3.31. 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.

3.32. Changes in Legal Requirements.

GTE and TSR further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. To the extent required by the appropriate court or commission, any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

3.33. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. Upon such execution, GTE will immediately take all steps necessary to secure approval unless prohibited from doing so by the relevant Commission. The "Effective Date" of this Agreement for all purposes will be as established by the Commission approval order.

3.34. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

3.35. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

3.36. Section References.

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

3.37. Service Standards.

- A. Notwithstanding anything in this Agreement to the contrary, the Parties will provide a level of service to each other with respect to services under this Agreement in compliance with the non-discrimination requirements of the Act. GTE will provide TSR with service standards to measure quality of service that GTE currently offers to similarly situated carriers at the time of execution of this Agreement. Service standards to measure quality of service are subject to continued evolution within the industry and when developed and implemented in GTE systems, GTE will automatically modify existing service standards to measure quality of service.
- B. The Parties will notify each other of network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance in accordance with Article IV, Section 4.10.
- C. The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.

3.38. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be 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 a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

3.39. 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.

3.40. Subsequent Law.

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

3.41. Taxes.

Any tax defined in Section 3.41.1 below (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

3.41.1. Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, fees/regulatory surcharges, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

3.41.2. Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, and Commission surcharges.

3.42. 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.

3.43. 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.

3.44. Environmental Responsibility.

The following shall apply where TSR is co-located at a GTE facility:

- A. Each Party is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by the Parties. In accordance with Section J, TSR will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. TSR must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.
- B. TSR, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that TSR's compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve compliance with any applicable law. TSR is responsible for ensuring that all activities conducted by TSR at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.
- C. GTE and TSR shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.
- D. TSR shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to TSR after a complete and proper request by TSR for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, TSR must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental best management practices (BMP) and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that TSR's activities will be in compliance with applicable laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

- E. If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If TSR discovers Third Party Contamination, TSR will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude TSR from complying with an applicable reporting requirement.**
- F. GTE and TSR shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and TSR must develop a cost sharing procedure.**
- G. When conducting operations in any GTE manhole or vault area, TSR shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. TSR shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by TSR in meeting its obligations under this Section.**
- H. TSR shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing the Party with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.**
- I. Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land owner. In this regard, TSR must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).**
- J. Notwithstanding Section A, with respect to environmental responsibility under this Section 3.44, GTE and TSR shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.**

**ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC**

4.1. Services Covered by This Article.

4.1.1. Types of Services.

This Article governs the provision of Internetwork Facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by GTE to TSR or by TSR to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between GTE and TSR. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."

- a TSR initiates orders for trunk-side interconnection services by sending an Access Service Request (ASR) to GTE. TSR should submit ASRs to GTE through on-line applications or electronic files. The ASR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to TSR. TSR then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR.

4.1.2. Service Locations for Interconnection Services and Facilities

The Parties will separately exchange documents which set forth the services and each location in the State where a service shall be provided (the "Service Locations") and the Interconnection Point ("IP") for such services.

4.2. Billing and Rates.

4.2.1. Rates and Charges.

TSR agrees to pay to GTE the rates and charges for the Services set forth in the applicable appendices to this Agreement, subject to TSR's rights, if any, under Section 252(i) of the Act, which rights are not waived by TSR's entry into this Agreement but are expressly reserved. Nor by entering into this Agreement does GTE waive its rights (which are expressly reserved) to challenge any proposed TSR adoption under 252(i) in accordance with applicable law, including without limitation, Section 51.809 of the FCC's rules, 47 CFR 51.809.

4.2.2. Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered.

4.3. Transport and Termination of Traffic.

4.3.1. Traffic to be Exchanged.

TSR will terminate Local Traffic originating on GTE's network utilizing either direct or indirect network interconnections as provided in this Article IV. This Agreement is specifically limited to traffic of GTE end-user customers for which GTE has tariff authority to carry and transiting traffic for which GTE has an agreement to carry. This Agreement is specifically limited to traffic terminating, on a one-way basis, to numbers that are assigned to TSR end-user customers.

4.3.2. Compensation For Traffic.

GTE shall compensate TSR for the termination of Local Traffic in accordance with Appendix A attached to this Agreement and a part hereof.

To the extent required by Applicable Law, upon reasonable request by TSR, GTE will negotiate and amend this Agreement to provide for the transit and termination of ESP/ISP traffic which terminates to TSR wireless facilities as contemplated by this Agreement.

4.4. Direct Network Interconnection.

4.4.1. Network Interconnection Architecture.

Where the Parties desire to interconnect their networks, interconnection will be a special access arrangement terminating at a GTE access tandem or GTE end office, as mutually agreed to by the Parties, subject to the rates, terms, and conditions contained in GTE's applicable tariffs. The IP shall be set forth in Appendix A attached to this Agreement and made a part hereof.

4.4.2. Compensation.

For internetwork facilities, GTE will charge special access rates from the applicable GTE tariff as indicated on the appropriate Service Attachment in Appendix A.

4.4.3. Trunking Requirements.

Where full NXXs are used to route traffic to TSR's switch as defined by the LERG:

1. The Parties shall make available trunks over which GTE shall deliver to TSR traffic originated from end users of GTE-provided Exchange Service or transiting the GTE network and terminating to TSR.
2. TSR and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. TSR 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 TSR to terminate interLATA calls and to provide Switched Access Service to IXCs. However, because the Parties have agreed to flat rate compensation (see App. A) and TSR does not originate intraLATA toll or interexchange traffic, traffic measurement is not necessary and therefore separate trunk groups are not required in this instance. To the extent TSR desires to have any Interexchange Carriers (IXC) terminate switched access traffic to TSR, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of TSR to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive

an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and TSR. If the IXC subsequently indicates that it does not want the traffic routed to or from TSR, GTE will not route the traffic.

- a) Each Party agrees to route traffic only over the proper jurisdictional trunk group.
 - b) Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks, except as provided in Section 4.4.3(2) above.
 - c) The Parties acknowledge that GTE customers may generate local calls to TSR customers whose numbers may reside for routing purposes in another LEC's switch. GTE agrees that where such calls are directed to numbers that are part of full NXXs utilized by TSR, such calls will be routed directly to TSR by the interconnection facilities described herein when it is operationally and economically efficient and requested by TSR.
- 3. Trunk connections shall be made at a voice grade DS1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective B.01 or B.005 grade of service.
 - 4. Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multifrequency Signaling (MF) will be used as specified.
 - 5. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR or another industry standard eventually adopted to replace the ASR for local service ordering.
 - 6. TSR and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.4.4. Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 4.4.3.6. When a condition of excess capacity is identified, GTE will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.4.5. Network Redesigns Initiated by GTE.

GTE will not charge TSR when GTE initiates its own network redesigns/reconfigurations.

4.5. Indirect Network Interconnection.

Under this Agreement, GTE will not deliver traffic destined to terminate to TSR via another LEC's end office (unless number blocks are associated with such end office). GTE will deliver traffic destined to terminate to TSR via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.

4.6. Number Resources.

4.6.1. Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact TSR'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 TSR 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 TSR. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. TSR shall not request number resources to be assigned to any GTE switching entity.

1. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

4.6.2. Blocks of 100 Numbers Assignment.

TSR, a paging service provider, may elect to associate a GTE end office interconnection with telephone number groups from the same GTE end office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to TSR as available from the NXX codes of that GTE end office. GTE will charge and TSR agrees to pay to GTE the charge per block of 100 numbers as indicated on Appendix A and the applicable Service Attachment. This interconnection arrangement will be established as a one-way trunk only used to carry traffic terminating to end user customers of TSR. SS7 signaling may be available with this GTE end office Interconnection arrangement. TSR is solely responsible for the cost of the Interconnection Facilities. For the Interconnection Facilities, GTE will charge and TSR agrees to pay GTE the special access rates from the applicable GTE tariff as indicated in the appropriate Service Attachment. GTE shall compensate TSR for the termination of Local Traffic as indicated on Appendix A.

4.6.3. Rate Centers.

In order for GTE to appropriately apply its toll tariff to its end-user customers, TSR shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs.

4.6.4. Routing Points.

TSR will also designate a Routing Point for each assigned NXX code. TSR may designate one of its switch locations as the Routing Point for each NPA-NXX assigned to TSR. Notwithstanding the designation of the Routing Point, the Parties may separately agree to joint planning that will allow for the most efficient routing of traffic.

4.6.5. Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect TSR proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 3.11 of this Agreement.

4.6.6. 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. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

4.7. Meet-Point Billing.

4.7.1. Meet-Point Arrangements.

1. The Parties may mutually establish Meet-Point Billing (MPB) arrangements in order to provide Switched Access Services to Access Service customers 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.
2. Except in instances of capacity limitations, GTE shall permit and enable TSR to sub-tend the GTE access tandem(s) nearest to the TSR 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, TSR shall be allowed to sub-tend the next-nearest GTE access tandem in which sufficient capacity is available.
3. Interconnection for the MPB arrangement shall occur at the IP.
4. Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem.
5. TSR 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.
6. As detailed in the MECAB document, TSR and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by TSR 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. TSR 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 the appropriate charge.

4.7.2. Compensation.

1. Initially, billing to Access Service customers for the Switched Access Services jointly provided by TSR and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.
2. Subsequently, TSR 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 TSR and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

4.8. Common Channel Signaling.

4.8.1. Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (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.

4.8.2. 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, 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. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

4.8.3. Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

4.8.4. Connection Through STP.

TSR must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section take place only through appropriate STP pairs.

4.8.5. Third Party Signaling Providers.

TSR 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 TSR in transporting SS7 messages to and from GTE. The Third Party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

4.8.6. MultiFrequency 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.

4.9. Service Quality and Performance.

Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity in accordance with the nondiscrimination requirements of the Act.

4.10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

4.11. 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. The Parties agree to use their best efforts to bring all interconnection arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the effective date of this Agreement. At the end of the six (6) months, such interconnection arrangements not in compliance with the requirements of this Agreement will be subject to the rates, terms, and conditions of the applicable GTE tariff for the services provided, including, but not limited to, DID service and number groups.

4.12. Facilities Charges.

4.12.1. Point of Interconnection.

The IP between GTE's and TSR's networks shall be located within the LATA at: (i) the TSR switch when the TSR switch is located less than 90 airline miles from the GTE office or tandem where the facility is connected, or (ii) 90 airline miles from the GTE office or tandem where the facility is connected when TSR's switch is located more than 90 miles from the GTE office or tandem where the facility is connected.

4.12.2. TSR Portion of Facility Charges.

TSR will pay 30%, and GTE will be responsible for the remainder, of the facility charges for the portion of the facilities up to the IP to recompense GTE for non-local and non-GTE originated traffic. TSR will pay 100% of all charges for the portion of the facilities from the IP to the TSR switch. Where the TSR switch is located more than 90 miles from the connecting GTE switch, TSR may at its option order a single interconnection facility from GTE or a third party and will be responsible for paying all costs relating thereto, with GTE's reimbursement obligation being limited to its share of the amount that would have been billed by GTE under this Agreement, with mileage being calculated at the lesser of 90 miles or the distance between the GTE switch and the LATA boundary.

4.12.3. Subject to the foregoing, TSR shall be entitled to have multiple IPs in a LATA as agreed to by the Parties.

**ARTICLE V
SIGNATURE PAGE**

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE SOUTH INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets-Interconnection

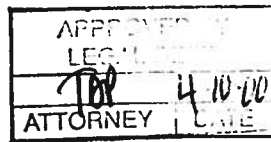
Date 4/14/00

**TSR WIRELESS LLC,
by TSR Wireless Holdings LLC,
its Managing Member**

By [Signature]

Ardon P. Beahm,
Executive Vice President
Network Operations and Engineering

Date _____



APPENDIX A
RATES AND CHARGES

LOCAL TRANSPORT AND TERMINATION RATES

A. Local Transport and Termination Rate

Rate applied per trunk per month for end office connections. **\$5.00**

Rate applied per trunk per month for tandem connections. **\$20.00**

This rate applies per DS0 or DS0 equivalent trunk between GTE and TSR and provides compensation to TSR from GTE for Local Traffic terminated to TSR end-user customers from GTE end-user customers.

BLOCK OF 100 NUMBER CHARGE

Rate applied per block of 100 numbers **\$ 56.00**

This is a one-time charge applied per block of 100 numbers associated with a GTE end office interconnection.

NON-LOCAL OR NON-GTE ORIGINATED TRAFFIC

5% of the total traffic delivered over the internetwork facilities shall be deemed to be non-local, and 25% non-GTE originated. Upon either Party's request on or after six months following the Effective Date, the Parties shall re-examine the percentage of non-GTE originated traffic after having exchanged relevant call data and other requisite information. The percentage of non-GTE originated calls may then be adjusted for the remainder of the term hereof, upon mutual agreement of the Parties, to reflect the results of such re-examination. If the parties disagree as to the appropriate percentage, the matter shall be resolved under the provisions of paragraph 15.3 of Section III above. **30%**