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January 31, 2006

RECEIVED

FEB 01 2006

PUBLIC SERVICE
COMMISSION

VIA OVERNIGHT MAIL

Ms. Beth A. O'Donnell
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, KY 40601

Re: Wireless Interconnection Agreement Between Cincinnati Bell Telephone Company LLC
and Cricket Communications.

Dear Ms. O'Donnell:

Enclosed for filing please find an original copy of the Interconnection Agreement between Cincinnati Bell Telephone Company LLC and Cricket Communications. Also enclosed is a 3.5 inch disk containing an electronic copy of the Interconnection Agreement (in Word97 format). Cincinnati Bell Telephone Company and Cricket Communications, request approval of the Interconnection Agreement pursuant to section 252(e) of the Telecommunications Act of 1996.

If you have any questions concerning this filing, please feel free to contact me at 513-565-3800. Thank you in advance for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Gary Peddicord".

Gary Peddicord
Director – Carrier Operations

Enclosure

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

Cincinnati Bell Telephone Company LLC

and

Cricket Communications

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I - INTERCEPT AND ACKNOWLEDGMENT OF CALLS BY CARRIER

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INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

AGREEMENT dated the ____ day of ____, by and between Cincinnati Bell Telephone Company LLC, an Ohio limited liability company (hereinafter referred to as "CBT"), and Cricket Communications, Inc. a Delaware corporation (hereinafter referred to as "Carrier").

WITNESSETH:

WHEREAS, CBT is a duly authorized Local Exchange Carrier (LEC) engaged in providing exchange telecommunications service in parts of the States of Ohio, Kentucky and Indiana; and

WHEREAS, Carrier is a duly authorized Commercial Mobile Radio Service Provider (CMRS) engaged in providing all authorized wireless services in its FCC-authorized geographic service area including portions of the States of Ohio, Kentucky and Indiana; and

WHEREAS, CBT and Carrier have agreed to connect their facilities and interchange traffic for the provision of through communications service as provided herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, CBT and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement and as used herein, the terms set forth below shall be defined as follows:

- (a) Access Tandem - A CBT switching system that provides an access point for interconnection of local exchange companies and interexchange carriers.
- (b) Authorized Services - Those services which Carrier may now or hereafter lawfully provide on an interconnected basis, interfacing with CBT's Operating Area (COA) network.
- (c) CBT's System - The communications network of CBT and its services provided in the COA.
- (d) Central Office Prefix - The first three digits (NXX) of the seven digit telephone number.
- (e) Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

- (f) COA (CBT's Operating Area) - The geographic area in which CBT provides exchange telecommunications service to its customers. Presently, the COA and portions of the independent telephone companies make up the Cincinnati Market Area (LATA 922).
- (g) Common Trunk (CT) - CBT's interoffice trunking network which provides interconnection between a local tandem and subtending end offices
- (h) Connecting Facilities -The facility and associated service arrangements used to connect Carrier's System with CBT's System for the purpose of interchanging traffic.
- (i) Dedicated Trunk (DT) - A facility which connects Carrier's System to CBT's local tandem, access tandem or end office switches.
- (j) End Office Switch - A CBT switching system where Exchange telecommunications service customer station loops are terminated for purposes of interconnection to other end offices. Included are remote switching modules and remote switching systems served by a host office in a different wire center.
- (k) Exchange Access Line - The facilities connecting the serving central office and the customer's premises. These facilities terminate on the customer's premises in an interface determined by CBT.
- (l) Exchange telecommunications service - The furnishing of an exchange access line for telecommunications within a local service area, in accordance with the regulations, rates and charges specified in CBT's Exchange Rate Tariffs. Exchange service includes the furnishing of the local facilities required to establish and maintain connections between an exchange access line and the toll plant in connection with toll calls.
- (m) Interface Type - The channel and associated service arrangement used to connect Carrier's System with CBT's System for the purpose of interchanging traffic.
- (n) "Information Access Traffic" is defined in FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.
- (o) IntraLATA - For purposes of this Agreement, IntraLATA is a term used to describe CBT services and functions that relate to Exchange telecommunications services originating and terminating within a single LATA or court approved territory associated with the LATA. While CBT may handle IntraLATA calls, it must be recognized that other carriers, for

example, independent telephone companies or CMRS carriers, may be at one, or both, ends of the call.

- (p) LATA (Local Access and Transport Area) - A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. CBT operates in LATA 922; see COA definition.
- (q) L/M (Land to Mobile Call) - Calls originated by CBT to Carrier for completion by Carrier. Calls originated by a LEC, other than CBT are transit traffic and not CBT originated L/M calls for compensation purposes.
- (r) Local Switching (LS) - CBT's end office switching element.
- (s) Local Tandem Switch - A CBT switching office that provides a concentration and distribution function for switching intraLATA traffic between end offices of local exchange carriers.
- (t) Local Traffic” means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).
- (u) Measured Rate Service - An exchange access line service provided on a measured basis for Carrier Originating Type 1 interconnected calls. Each call is charged on a conversational minutes of use basis as identified in Attachment II, Page 7.
- (v) M/L (Mobile to Land Call) - Calls originated by Carrier's mobile customer requesting a connection to a CBT customer within the COA or needing a connection to another carrier for call completion. Calls originated by a Carrier to another CMRS provider or another LEC, other than the CBT are transit traffic and not Carrier originated L/M calls for compensation purposes.
- (w) Mobile Switching Center (MSC) - A switch which is used to connect and switch trunk circuits within the wireless network and with the public switched network for wireless traffic by a CMRS provider. This switch may also provide the tandem function.
- (x) MTA (Major Trading Area) - The geographic area within which Carrier provides Authorized Services.

- (y) “Party” means either CBT or Carrier, and “Parties” means CBT and Carrier.
- (z) POI (Point of Interconnection) - The point of demarcation at which CBT's responsibility for the provision of its service ends and where Carrier's responsibility begins.
- (aa) Transit Traffic - Traffic between Carrier and another LEC or CMRS Provider which utilizes a portion of CBT's network for transport and is not terminated on the CBT's network for which the CBT is entitled to compensation from the Party, LEC or CMRS Provider, whose end user customer originates the call.
- (bb) Type S Interface - (SS7 Common Channel Signaling Arrangement) - The Type S (Signaling) interface is a physical SS7 signaling link connection between Carrier's network and a CBT network. The 'S' in Type S indicates that signaling information is passed via this interface. The Type S interface is used to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.
- (cc) Type 1 Interface - The POI of a trunk between Carrier's System and a CBT end-office switching system where Carrier connects to other end-offices and other carriers.
- (dd) Type 2A Interface - The POI of a trunk between Carrier's System and a CBT's Local Tandem or Access Tandem switch. Through this interface, Carrier can connect to CBT end-offices or to other carriers interconnected through the tandem.
- (ee) Type 2B Interface - The POI of a trunk between Carrier's System and a CBT end-office switching system where Carrier connects to directory numbers served by that end-office. A Type 2B interface may be used in conjunction with the Type 2A interface on a high-usage alternate routing basis to serve high-volume traffic between the MSC and CBT end-office.
- (ff) Type 2C interface - The POI of a trunk between Carrier's System and a CBT end-office switching system where carrier connects to other end-offices and other carriers, for example, E-911 traffic.
- (gg) Type 2D Interface - The POI of a trunk between Carrier's System and a CBT Operators Services System (OSS) Switch. CBT's OSS switch is a tandem switch with operator services call processing capabilities. CBT's OSS provide alternate billing services (e.g., calling card processing), directory assistance services (including Directory Assistance Call Completion) and general assistance services.

2. INTERCHANGE OF TRAFFIC

- (a) The Parties agree to physically interconnect their facilities and interchange traffic, M/L and/or L/M, in connection with Carrier's Authorized Services. Such interconnection shall be in accordance with the service, operating and facility arrangements set forth hereinafter. The interchanged traffic shall be handled over Connecting Facilities provided by CBT or third parties pursuant to this Agreement. All Carrier facilities necessary to connect to CBT Connecting Facilities shall be compatible and consistent with CBT's System.
- (b) The Parties will engineer and maintain the appropriate type of and sizing for Connecting Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.
- (c) Interchanged traffic shall be handled only over the Interface Types provided, pursuant to this Agreement, except in the case of an emergency, when traffic cannot be interchanged over the interface types, channels or other equipment provided by one Party pursuant to this Agreement because of failure of or damage to such interface types, channels or other equipment. Upon such failure or damage, both Parties agree to make their best efforts to repair such interface types, channels or other equipment for the interchange of traffic. Both Parties also agree to provide alternate equipment and/or routing, whenever possible, equivalent to that provided for any interconnecting communications carrier, for which no additional charge will be due from the other Party that will allow for the temporary interchange of traffic between the Parties until the equipment provided pursuant to this Agreement is repaired.

3. FACILITIES AND ARRANGEMENTS

- (a) Subject to the availability of channels, interface types, arrangements and the reasonable requirements of CBT for its telecommunications services, CBT will provide to Carrier, upon request, those facilities and arrangements described herein to establish the physical connection and interchange of traffic between the Parties, as well as any other facilities as Carrier may require for operation of its system. The Parties shall follow normal provisioning as set forth in CBT's Access Tariffs for due dates. The maintenance, operating criteria and testing procedures pertinent to the channels, interface types and arrangements provided for use in connection with Carrier's System are set forth in Attachments I and III hereto.
- (b) Carrier can order a Type 2A interface to CBT's Local Tandem or Access Tandem for the interchange of traffic.
 - (1) With Type 2A IntraLATA interconnection, Carrier is able to establish connections through CBT's facilities from and to prefixes (NXXs) in all CBT end offices within the LATA. Carrier may be able to utilize CBT's network for transit traffic to a third Party if

both Carrier and the third Party have established trunk connections with CBT's Tandem Switch.

- (2) A separate Type 2A trunk group must be provided to CBT's Access Tandem for use in the transporting of calls to and from Carrier's System and Interexchange Carriers (IC's) Switched Access FGB and FGD services at the Access Tandem.
- (3) While the Parties agree that it is the responsibility of Carrier and other LECs or CMRS providers (third party) to enter into arrangements to exchange traffic between Carrier and the third party, CBT and Carrier will work cooperatively to resolve issues surrounding transit traffic. CBT charges to Carrier for delivery of traffic are defined on Attachment V.
- (c) With Type S interconnection, Carrier is able to establish SS7 signaling link connections through the CBT's facilities to provide SS7 ISUP and SS7 TCAP messages.
- (d) A separate Type 2D trunk group will be required for mobile originated calls to Directory Assistance (411) and operator assisted calls (O+).
- (e) The Parties will work together to implement a mutually agreeable technical solution for mobile originated calls to E-911.
- (f) Central office arrangements and telephone numbers (serving exchange access lines) provided by CBT for Carrier's use with the Type 1 interface shall be assigned by CBT and may be changed to meet the reasonably necessary operating and service requirements of CBT. CBT will provide Type 2A and Type 2B interfaces, in addition to, or in lieu of a Type 1 interface, at Carrier's option. Carrier may interconnect with CBT's network via Type 2A or Type 2B interfaces. The network configuration will be mutually negotiated and agreed upon by both CBT and Carrier. Carrier may at its discretion participate with CBT in the design of the interconnection network to optimize access to or from Carrier's System and the points of interconnection.
- (1) When Carrier chooses a Type 1 interface, Carrier shall be provided telephone numbers in incremental blocks of one hundred (100) each; but CBT and Carrier may agree to the provision of numbers in lesser or greater quantities. Carrier shall furnish CBT its number requirements for planning purposes in advance of their assignment for use by CBT in order to ensure number availability. Within the number blocks assigned, under subparagraph 3(b)(1) preceding, the assignment and use of such numbers of Carrier to its subscribers for its Authorized Services shall be the responsibility

of Carrier in coordination with CBT for efficient operation with CBT's System.

- (2) Central office prefixes used with telephone numbers furnished to Carrier for a Type 1 interface in accordance with subparagraph 3(c)(1) above may be used by CBT in providing its subscriber services and for other purposes, but not for assignment to other carriers.
- (3) As long as CBT remains the numbering plan administrator, CBT will provide to Carrier a full Central Office Prefix (NXX) consistent with established industry guidelines, for use with the Type 2A and Type 2B interfaces. The administration of the NXX, once assigned, shall be the responsibility of Carrier. Carrier and CBT agree to abide by all code conservation policies to which local exchange carriers are subject, as prescribed by the Central Office Code (NXX) Assignment Guidelines, INC 95-0407-008, Reissued April 1997.
- (4) For Type 1 numbers, where changes are to be made to numbers in service or not yet placed in service, CBT shall give Carrier advance notice in writing, not less than three-hundred and sixty (360) days for in-service numbers or sixty (60) days for numbers not yet in service, and will coordinate such changes with Carrier.

4. USE OF FACILITIES AND SERVICES

Connecting channels, interface types and arrangements provided hereunder shall not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in the undertaking of an unlawful act.

5. CHARGES FOR FACILITIES AND ARRANGEMENTS

- (a) The channels, interface types and arrangements that may be provided by CBT to Carrier pursuant to this Agreement, and all charges therefore, are set forth hereinafter in Attachment II.
- (b) Where the agreed charges for channels, interface types and arrangements furnished to Carrier pursuant to this Agreement are listed in Attachment II as equivalent or otherwise related to the rates and charges for channels, interface types and arrangements offered by CBT to its subscribers under tariff, the respective charges set forth in Attachment II shall be deemed amended to conform to any changes that may hereafter occur in regard to the tariff rates for such equivalent facilities and arrangements. CBT will, via tariff filings, notify Carrier of any changes in the terms and conditions under which CBT offers its services by serving Carrier with a copy of the tariff filing at the time it is submitted to the Commission.

- (c) The charges to subscribers of CBT and of Carrier for an interchanged call shall be determined as set forth in this paragraph unless otherwise expressly agreed by the Parties, and shall be set forth in their respective tariffs or list of current retail prices applicable to the type of traffic interchanged. Independent Telephone Company subscribers in the LATA will be charged for their L/M calls under the Independent Telephone Company's appropriate tariffs. Any operator assisted calls or coin telephone calls that require operator assistance placed from within the LATA in the COA will be charged to the calling party under the provisions of CBT's General Exchange Tariff.
- (d) The charges for any message toll telephone service, under the Type 1 arrangement, shall be the charges set forth in CBT's applicable message toll tariff between the call's originating and terminating end offices on CBT's System, i.e., between the serving wire centers of the MSC and CBT's subscriber.
 - (i) For messages billable to stations on CBT's System or to CBT's subscribers (i.e., sent-paid from CBT stations or placed on a received-collect or CBT credit card basis to CBT stations), CBT shall bill and collect from its subscriber its charges for its portion of the service, when applicable.
 - (ii) For messages sent-paid from stations on Carrier's System or placed on a received-collect basis to such stations, CBT shall bill Carrier for CBT's charges for its portion of the service and Carrier will pay such charges without allowance for uncollectibles.
- (e) Type 2 - Billing Option 2
Carrier pays for all M/L calls within the LATA and CBT pays for all L/M calls originating in the COA under the appropriate rate elements as identified in Attachment II.
The Parties shall compensate each other for the transport and termination of L/M Traffic and M/L Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act and the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, released on April 27, 2001 at the rates provided in Attachment II.
- (f) M/L calls to certain information services will be rated under the CBT's General Exchange Tariffs, e.g., 411 service.
- (g) Meet-Point Billing Services.
 - (1) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service,

such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an Carrier/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

- (2) Carrier shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.
- (3) The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
- (4) Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Service.

6. TERMS FOR PAYMENT OF CHARGES

- (a) Carrier and CBT agree to pay to each other all undisputed charges due each other within thirty (30) days of the date the statement was rendered (bill date) for those charges. Payments shall be made in U.S. Dollars. Each Party shall bear the risk and burden of collecting from its own customers.
- (b) All flat rate monthly charges shall be billed by CBT and Carrier in advance, except charges due for the initial month, or a portion of the initial month, during which new items are provided, will be included in the next bill rendered.
- (c) The Parties will exchange billing information on a monthly basis. CBT will prepare its bill in accordance with its existing CRIS and CABS billing systems. Carrier will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards. The Parties will make an effort to

conform to current and future OBF (CABS BOS) standards, insofar as is reasonable.

- (d) Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the channel, interface type, or arrangement for which such charge is levied has been in service for more than one (1) month. In the event that the channel, interface type, or arrangement has been in service for less than one (1) month, the full monthly charge shall be due on termination, together with any applicable nonrecurring charges. In the event this Agreement is terminated by CBT prior to Carrier initiating service to the public because of Carrier's violation of this Agreement, or Carrier cancels an order for a channel, interface type or an arrangement prior to placing it in service, and CBT has incurred costs in connection with the channel, interface type or arrangements to be provided, Carrier shall reimburse CBT the direct, documented and reasonable costs, less net salvage, actually incurred by CBT.
- (e) If any portion of an amount due to a Party under this Agreement is subject to a bona fide dispute between the Parties, the Party shall, prior to the bill due date, give written notice to the billing Party of the amounts it disputes, the specific details and reasons for disputing each item. The Parties will attempt resolve the issues related to the disputed amounts in the normal course of business before utilizing the Alternate Dispute Resolution process in Section 28.
- (f) A Party (auditing Party) may audit the other Party's (audited Party) books, records, data and other documents pertaining to the services provided under this Agreement, as provided herein, one (1) time each year for the purpose of evaluating the accuracy of audited Party's billing and invoicing. The scope of the audit shall be limited to the (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the effective date) and (ii) the twelve (12) month period immediately preceding the date the audited Party received notice of such requested audit. The audit shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties. Each Party shall bear its own expenses in connection with the conduct of any audit.

7. TESTING

CBT and Carrier each may make reasonable tests and inspections of the channels, interface types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, interface types and arrangements being tested or inspected. When cooperative testing is requested by either Party, such testing shall be done in accordance with Attachment III unless other arrangements are agreed to by the Parties.

8. TROUBLE REPORTING

Subscribers of each Party shall be instructed to report all cases of trouble to that Party. Each Party shall handle trouble reporting and advise the other Party, after thorough investigation, in accordance with the procedures established in Attachment III. Each Party shall be provided with a telephone number to which it can call twenty-four (24) hours a day, seven (7) days a week in order to report and receive resolution of trouble reports.

9. EQUIPMENT SPACE AND POWER

When Carrier leases facilities from CBT (i.e., not when CBT is collocated) Carrier shall furnish or arrange to have furnished to CBT, at no charge, equipment space and electrical power required by CBT to provide facilities under this Agreement. The selection of AC or DC power shall be mutually agreed to by Carrier and CBT. Upon request, Carrier shall also make necessary arrangements in order that CBT and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels, interface types or arrangements. Carrier may, at its option, require that carrier or its agent or representative be present at all such times.

10. MAINTENANCE OF SERVICE CHARGE

Maintenance of service charges may be imposed by either Party if applied in accordance with Attachment IV.

11. LIABILITY AND INDEMNITY

- (a) (1) Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
- (2) The performance of either Party under this Agreement shall be excused if interrupted by extreme and irreconcilable labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond their reasonable control, subject to the interruption allowance provisions of Paragraph 13 following; provided, however, that the excused Party acts immediately to resolve the interruption as soon as possible and resume performance immediately thereafter, and further provided that the contingent obligations of the other Party be excused so long as the interruption continues.
- (b) (1) The liability of either Party for damages arising out of delays in maintenance or restoration of channels, interface types or arrangements or out of mistakes, omissions, interruptions, errors or defects in transmission occurring in the course of providing such channels, interface types or arrangements shall in no event exceed the amount of allowance, if any, available under Paragraph 13 following.

- (2) CBT shall reimburse Carrier for damages to premises or equipment of Carrier resulting from the provision of channels, interface types or arrangements by CBT on such premises or resulting from the installation or removal thereof if caused, in whole or in part, by the negligence or willful misconduct of CBT or its agents.
- (c)
 - (1) Carrier shall reimburse CBT for damages to channels, interface types, or arrangements of CBT provided under this Agreement if such damage is caused, in whole or in part, by the negligence or willful misconduct of Carrier and is caused by the malfunction of any facilities or equipment provided from a source other than CBT. CBT will, upon reimbursement for such damages, cooperate with Carrier in Carrier's prosecution of a claim against the person(s), if any, contributing to such damage. Carrier, to the extent of any recovery, will be subrogated to the CBT's right of recovery for the damages to extent of such payment.
 - (2) Carrier shall reimburse CBT for any loss through theft of CBT channels, interface types, arrangements or equipment provided by CBT under this Agreement on Carrier's premises.
- (d) The Parties shall cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the interconnection agreements and interchange of traffic hereunder including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.
- (e) Neither Party shall be required to reimburse the other for any claim or loss pursuant to this paragraph where the amount in controversy is less than one hundred (100) dollars.

12. PATENTS

- (a) With respect to claims of patent infringement made by third persons, Carrier shall defend, indemnify, protect and save harmless CBT from and against all claims arising out of the combining with or use in connection with, the channels, interface types, or arrangements furnished under this Agreement, of any circuit, apparatus, system or method provided by Carrier or its subscribers.
- (b) With respect to claims of patent infringement made by third persons, CBT will defend, indemnify, protect and save harmless Carrier from and against all claims arising out of the combining with or Carrier's use of channels, interface types or arrangements furnished by CBT under this Agreement.

- (c) Neither Party grants to the other any license under patents nor shall any be implied or arise by estoppel in either Party's favor with respect to any circuit, apparatus, system or method used by the Parties in connection with any channels, interface types, or arrangements furnished under this Agreement.

13. ALLOWANCE FOR INTERRUPTIONS

- (a) When use of the channels, interface types or arrangements furnished by one Party in accordance with this Agreement is interrupted due to trouble in such channels, interface types or arrangements, and such interruption is not caused by the negligence of the other Party or its subscriber, or the fault of facilities or equipment provided by the other Party or its subscriber, the other Party shall, upon request, be allowed a credit as follows:
 - (i) The amount of credit shall be an amount equal to the pro rata monthly charge, specified in Attachment II, for the period during which the channel, interface type or arrangement affected by the interruption is out of service.
 - (ii) All credit for interruption shall begin from the time of actual notice from one Party to the other Party, in accordance with Paragraph 8 preceding, that an interruption of use has occurred. No credit shall be allowed for an amount of less than five (5) dollars.
- (b) A credit shall not be applicable for any period during which one Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.
- (c) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the Parties to this Agreement. If the Party providing the channels, interface types or arrangements fails to establish service by such date, it shall provide to the other Party a credit of 1/30 of the monthly charge for the facilities whose installation was delayed for each day of the delay in service establishment of such facilities.

14. TECHNICAL SPECIFICATIONS

Subject to any special arrangements pursuant to Paragraph 3(d) preceding, the design, installation, operation and maintenance of all circuits, equipment and other facilities of Carrier and CBT, used in handling interchanged traffic under this Agreement, shall be made in accordance with Bell Communications Research Technical Reference PUB43303; Bell Communications Research list "Notes on the BOC Intra-LATA Network"; Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, GR-145-CORE; and such other documents as may from time to time be referenced or amended.

15. PROTECTION

- (a) The characteristics and methods of operation of any channels, interface types, arrangements or equipment of one Party connected with the services, channels, interface types, arrangements 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 any connecting and concurring carriers involved in the provision of telecommunications services, cause damage to plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (b) If such characteristics or methods of operation of one Party's facilities are not in accordance with Paragraph 15(a) preceding, the other Party will, where practicable, notify the first Party that temporary discontinuance of the use of any circuit, facility or equipment may be required; however, when prior notice is not practicable, nothing contained herein shall be deemed to preclude the second Party from temporarily discontinuing forthwith the use of a channel, interface type or arrangement if such action is reasonable under the circumstances and made in good faith. In case of such temporary discontinuance the first Party will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance allowance for interruption of service as set forth in Paragraph 13 preceding is not applicable.
- (c)
 - (1) The physical connection of channels, interface types or arrangements hereunder may be temporarily discontinued by CBT upon thirty (30) days notice to Carrier from repeated or willful violation of or a refusal to comply with this paragraph and Paragraphs 2(b) and 4 preceding.
 - (2) Whenever CBT discontinues service pursuant to this paragraph, it will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to Carrier of the prospective discontinuance for cause.

16. RECORDS

- (a) Each Party will keep adequate records of its operations and transactions under this Agreement and shall upon reasonable request therefor furnish to the other Party such information as may be reasonably required for the administration of this Agreement.
- (b) The Parties recognize that each will develop and own information during the time of this Agreement that the other Party will wish to keep confidential. In addition, the Parties will exchange information that the tendering Party will wish to keep confidential.
- (c) In recognition of the fact that Carrier is engaged in a competitive activity, including competition with CBT's cellular affiliate, CBT agrees to treat as confidential all proprietary, non-public information obtained from Carrier, including, but not limited to, the systems engineering, traffic, phone number utilization and any and all technical data, business records, correspondence, cost data, customer lists, estimates of any kind, market surveys, trade secrets and other trade information or any information that Carrier designates as confidential (collectively referred to as "Information"). CBT shall keep, file and store such Information, together with any notes or other materials incorporating or relating to the Information, in a manner consistent with its confidential nature and this section 16.
- (d) Carrier likewise covenants to treat as confidential all information provided by CBT that CBT designates as proprietary, including, but not limited to, the categories of Information listed above, and shall keep, file and store such information together with any notes or other materials incorporating or relating to the Information in a manner consistent with its confidential nature and this section 16.
- (e) Notwithstanding the foregoing, nothing shall be construed in this Agreement as permitting CBT to disclose directly or indirectly any of this Information to any other communications company, or its officers, employees, or agents, provided however, that such disclosure is solely for the performance of this Agreement and shall be used for no other purpose.
- (f) The Party that has developed or received Information shall disclose Information only to its officers, employees, contractors or agents who have a need for it in connection with the administration and implementation of this Agreement, unless otherwise agreed upon in writing signed by the disclosing Party.
- (g) Each Party agrees to give notice to the other Party of any demands under lawful process to disclose or provide Information received from the other prior to disclosing or furnishing such Information and agrees to cooperate in seeking reasonable protective arrangements requested by the other

Party. In the event that the receiving Party is requested to disclose or provide Information of the disclosing Party by a government agency, other than by lawful order, the receiving Party may disclose or provide Information of the disclosing Party requested by the government agency provided that the receiving Party notifies the disclosing Party in writing of the request and receives from the disclosing Party either a written assent to disclosure of the Information or the written assent of the disclosing Party conditioned upon the receiving Party's ability to obtain protective arrangements satisfactory to the disclosing Party. Disclosing Party may not unreasonably withhold approval of the protective arrangements.

- (h) Information shall not be deemed confidential and the receiving Party shall have no obligation thereto where the information (i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; (ii) was known by the receiving Party prior to disclosure, or was independently developed, as evidenced by prior documentation or other tangible evidence thereof; (iii) was disclosed by a third Party not in violation of any confidentiality or other agreement; (iv) is approved for release by written authorization of the disclosing Party; or (v) is required to be disclosed according to the guidelines set forth in Section 16 (g), above.

17. TERM AND TERMINATION

- (a) Except as provided in subparagraphs (b) through (i) hereinafter (whereby termination may occur earlier), the initial term of this Agreement shall be two (2) years, which shall commence on the effective date as referenced in Section 24. Either Carrier or CBT, in its sole discretion, may terminate this Agreement effective at any time after the initial term by providing notice in writing at least sixty (60) days prior to the stated effective date of such notice. Absent such termination, this Agreement shall automatically remain in full force and effect after the expiration of the Term. If either Party gives notice of termination, within thirty (30) days thereafter the other Party may request to renegotiate the Agreement. In such a case, this Agreement shall continue in full force and effect until such time as a successor agreement is reached between the Parties. If the Parties fail to agree on revised rates, fees and charges within sixty (60) days, either Party may seek arbitration of the same at the Commission. Once new rates, fees and charges are established, whether by agreement or by arbitration, the Parties shall true-up compensation retroactive to the effective termination date that was specified in the termination notice.
- (b) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the Parties hereto. If service is not established by such date Carrier may terminate this Agreement on thirty (30) days notice; provided, however, if Carrier does not terminate this Agreement, it shall be entitled to the relief provided by Paragraph 13(c) above.

- (c) If Carrier ceases to engage in the business of providing commercial mobile radio services for reasons other than those stated in Paragraphs 17(d), 17(e), and 21, below, either Party may terminate this Agreement upon one (1) month's notice to the other; subject, however, to payment for channels, interface types or arrangements provided or for costs incurred, as set forth in Paragraph 5 preceding. When feasible, CBT will consult with Carrier prior to giving notice of termination for the reasons set out in this paragraph.
- (d) This Agreement shall immediately terminate upon the revocation or termination by other means of Carrier's authority to provide Authorized Services. Notwithstanding such termination, CBT shall notify Carrier, as set forth in Paragraph 20 following, not less than thirty (30) days prior to discontinuing the connection arrangements provided hereunder. At such time, CBT will also notify the Federal Communications Commission and the appropriate state regulatory body of the prospective discontinuance.
- (e) This Agreement may be terminated by either Party upon not less than thirty (30) days notice to other Party, as set forth in Paragraph 20 following, for the other Party's failure to pay on the dates or at the times herein specified for the facilities and services furnished pursuant to this Agreement, provided that such failure continues during such thirty (30) day period and is not cured and, provided further that:
 - (i) The Party terminating the agreement will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to other Party of the prospective termination for nonpayment; and
 - (ii) If a dispute arises between the Parties as to the proper charges for the channels, interface types or arrangements furnished hereunder, or any other financial arrangements, the Parties agree to enter into good faith negotiations to resolve the dispute. The failure to pay an amount in dispute shall not constitute cause for termination of this Agreement under this subparagraph, provided that a bond or escrow account (or other security arrangement acceptable to both Parties) is made for the security of the amount in dispute; and the presence of such dispute shall not be deemed cause for terminating Party to refuse to furnish additional facilities or arrangements upon reasonable request of the other Party or otherwise relieve the Parties hereto of their obligation to comply fully with the provisions hereof as to which no dispute exists provided financial security for payment of the amount in dispute has been made as stated above.

In the alternative, either Party may withhold and offset against future amounts due any amounts owed the other Party to the extent of amounts unpaid by the other Party until such time as the other Party makes payment.

- (f) Notwithstanding any other provisions of this Agreement, this Agreement may be terminated for failure of a Party to comply with any provision of this Agreement immediately after written notice of such failure is made by the other Party and the non-complying Party is provided thirty (10) days within which to cure such non-compliance, or at any time as mutually agreed by the Parties.
- (g) Except when Carrier terminates this Agreement for CBT's violation of the terms of this Agreement or when CBT terminates this Agreement without cause, in any other case of termination under this paragraph, payment for channels, interface types or arrangements provided or for costs incurred as set forth in Paragraph 5 preceding shall become due.
- (h) CBT and Carrier agree that this Agreement represents mutually beneficial and acceptable connection and interchange of traffic arrangements. The Parties agree that if, however, at any time during the term of the Agreement any provisions of the Agreement are found unlawful, are modified, or require review because of actions by the Federal Communications Commission, the Public Utilities Commission of Ohio, the Public Service Commission of Kentucky or a court having suitable jurisdiction, or if the Commission or the FCC rejects any portion of this Agreement, then the Parties agree to meet and renegotiate in good faith to arrive at a mutually acceptable modification of the Agreement.

The Parties acknowledge that nothing in this Agreement shall limit a Party's ability to assert public policy issues relating to the Act, including, but not limited to, challenging the validity of any portion of the Act or any FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or limit the application by CBT for suspension or modification of portions of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act. In the event any portion of the Act or an FCC or Commission rule, order or Guideline is determined by a court to be unlawful or is withdrawn by the FCC or the Commission ("Vacated Requirement"), the Parties agree that either Party may, in good faith, notify the other Party that such Vacated Requirement had a material effect on its willingness to accept the terms of this Agreement as written. The Parties agree to renegotiate the terms of this Agreement insofar as they were affected by the Vacated Requirement within 60 days after such notice. If the Parties have not reached agreement within such 60 days, those provisions which were the subject of the notice shall be suspended until an agreement is reached.

In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the terms of this Agreement shall automatically be modified in accordance with the terms of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

18. NO WAIVER

The failure of either Party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.

19. ATTACHMENTS

Subject to the provisions of Paragraph 5(b) preceding, new or revised Attachments may from time to time be substituted, by written agreement of the Parties, for the currently effective Attachments, superseding and canceling those then in effect.

20. NOTICE

Notices under this Agreement (other than trouble reports and notice of interruption pursuant to Paragraphs 8 and 13(b) preceding) given by one Party to the other Party may be (1) delivered personally, (2) delivered by express delivery service, (3) mailed, certified mail U.S. postage prepaid, return receipt requested, or (4) delivered via telecopy (facsimile).

To Carrier, addressed as follows:

Dan Graf
10307 Pacific Center Court
San Diego, CA 92121

With a copy to:

Tamara L. Clevenger
2827 Culver Ave
Kettering, Ohio 45429
Fax: 937-534-1425

and to CBT:

Vice President & General Manager – Carrier Services
Cincinnati Bell Telephone Company
201 E. 4th St., Rm. 121-575
Cincinnati, Ohio 45201
Fax: 513-241-8735

With a copy to:

General Counsel
Cincinnati Bell Telephone Company
201 E. 4th St., Rm. 102-620
Cincinnati, Ohio 45201
Fax: 513-397-9557

21. ASSIGNMENT

Neither this Agreement nor any interest of Carrier hereunder, nor the use of any of the facilities furnished by CBT hereunder, may be assigned or in any manner transferred by Carrier without (i) the consent of CBT, which consent shall not be unreasonably withheld, conditioned or delayed or (ii) the approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, as applicable.

22. CHANGES AND MODIFICATIONS

- (a) Except as otherwise provided in subparagraph 3(f)(1) regarding NXX(s), if CBT or Carrier proposes to make any permanent changes in the arrangements provided for in this Agreement or any permanent change in its operations which would affect the opposite Party's operations or services once the facilities, arrangements, apparatus, equipment or any other item furnished by either Party to the other under this Agreement are installed, that Party shall give notice to the other at least one hundred twenty (120) days in advance of any such changes advising when such changes will be made, except in emergency situations when the Parties shall reasonably agree on a shorter notice period. All such changes shall be coordinated between the Parties. Where such changes are made for one Party's purposes, and where practicable, temporary equipment or facilities shall be provided to the other Party by the proposing Party at no additional charge.
- (b) Subject to the provisions of Paragraph 22(a) preceding, each Party shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of either Party, minimum network protection criteria or operating or maintenance characteristics of the facilities.
- (c) The rates set forth in this Agreement are intended to be interim rates until such time as the Commission approves CBT's rates for transport, termination and unbundled elements. The Parties shall true-up compensation for unbundled elements and for the transport and termination of Local Traffic once the Commission approves CBT's rates such that each Party shall receive the level of compensation it would have

received had the Commission-approved rates been in effect as of the effective date of this Agreement, provided that such true-up is ordered by the Commission.

23. PUBLIC UTILITIES COMMISSIONS

Notwithstanding any other provisions in this Agreement, no changes in the Agreement, including changes in Attachments and changes in rates and charges, shall be implemented without the prior approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, if necessary.

24. EFFECTIVE DATE

This Agreement shall become effective upon its execution and filing (filing date), subject to the consent and approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky.

25. CANCELLATION OF PRIOR AGREEMENT

Except for any sums due thereunder, this Agreement cancels and supersedes all prior Interconnection and Facility Agreements between the Parties.

26. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Ohio and in the event of litigation between the Parties, it is agreed that proper venue will be within Ohio.

27. TAXES

The services provided by either Party, as enumerated within this Agreement, shall be used exclusively in the rendering of a communication service pursuant to Section 4251 of the Internal Revenue Code. Both Parties shall be responsible for charging and subsequent payment of appropriate taxes, levied upon them, from their respective customers. To the extent either Party qualifies for a full or partial exemption from any taxes charged by the other Party, appropriate documentation shall be provided, as requested.

28. NONDISCRIMINATORY TREATMENT

CBT shall make available, in its entirety, any agreement for interconnection, services, or network elements between CBT and a local carrier in the state of Ohio (which agreement is either negotiated or arbitrated pursuant to the Act) (a "Third Party Agreement"). If Carrier desires to avail itself of a Third Party Agreement, it shall provide CBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement or portion thereof, upon approval of such adopted Third Party Agreement by the Commission pursuant to Section 252 of the Telecommunications Act of 1996.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their behalf on the date first set forth above.

CINCINNATI BELL TELEPHONE COMPANY

By: _____

Printed: Susan J. Maggard

Title: Vice President & General Manager – Carrier Services

CRICKET COMMUNICATIONS

By: _____

Printed: Glenn Umetsu

Title: EVP and Chief Technical Officer

Attachment I

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Co.

and

Carrier Wireless Corporation

* * * *

Intercept and Acknowledgment of Calls by Carrier

- (1) Carrier shall provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned.
- (2) When Carrier's System is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier shall either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- (3) Carrier shall provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- (4) Carrier shall provide a voice intercept announcement to the calling party when a call from CBT's System is directed to a number that is unable to respond.

Attachment II

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Carrier Wireless Corporation

Facilities, Services and Charges

* * * *

I. Description and Application of Rates and Charges

There are three types of charges that may apply to CBT and Carrier. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Dedicated Trunk (DT) rate element for both Type 2A service and Type 2B service. The Parties agree that the monthly rates for DT's should be apportioned between Carrier and CBT based on the appropriate percentage of two-way traffic that each Party originates. The Parties agree that for the first three (3) months of operation, the monthly rates will be apportioned 80% to Carrier and 20% to CBT. After the first three months and every six (6) months thereafter, the Parties agree to review the apportionment percentage and, if warranted by the actual usage, revise the percentage used.

(B) Usage Rates

Usage rates are rates that apply only to M/L and L/M Traffic . These are applied on a per conversation minute basis. Conversation minute charges are accumulated over a monthly period. For Type 2A and Type 2B calls, the Party whose customer originates the call will compensate the Party who

terminates the call for usage at the Type 2 Interconnection rates shown in this Attachment II, Sections IV and V.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges applied to the work activities on the following pages and defined below:

(1) Installation of Services

Nonrecurring charges apply to each service installed by one Party for use by the other Party.

II. Measuring Conversation Minutes

For purposes of measuring conversation minutes, Type 2 traffic between the Parties' networks will be measured from "called party answer" to "called party disconnect."

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the Dedicated Trunk (DT) rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between Carrier's point of termination and CBT's tandems for Type 2A service, and between Carrier's point of termination and CBT's end office for Type 2B service. The mileage to be used to determine the usage rate for the Common Trunk (CT) rate element of Type 2A service is calculated based on the airline distance between CBT's tandem and CBT's end office where the call carried over the CT originates or terminates.

Mileage is shown in the attachment following in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

IV. Type 2 Interconnect for Mobile to Land (M/L) Calls:

The following rates and charges for Type 2A and Type 2B interfaces are subject to change in accordance with the provisions of paragraph 5(b) of the agreement. For M/L calls where Carrier pays CBT for transport and termination of traffic, the following rates apply if Carrier chooses to purchase facilities from CBT:

(A) Dedicated Trunk¹:

| (1) Voice Grade Trunks | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> |
|-------------------------|--------------------------------|-------------------------|
| - Per Trunk (4 Wire) | NONE | \$ 49.60 |

| | | |
|----------------|----------------|-----------------|
| Trunk (4 Wire) | | |
| Mileage | Fixed | |
| <u>Band</u> | <u>Monthly</u> | <u>Per Mile</u> |
| 0 | NONE | NONE |
| Over 0-4 | \$48.05 | \$ 0.50 |
| Over 4-8 | \$48.05 | \$ 0.50 |
| Over 8-25 | \$48.05 | \$ 0.50 |
| Over 25 | \$48.05 | \$ 0.50 |

| (2) DS1 Facilities | <u>Non- recurring Charge</u> | <u>Monthly Rate</u> | <u>36 Month Rate</u> | <u>60 Month Rate</u> |
|--|--------------------------------------|-------------------------|------------------------------|------------------------------|
| - Per MercNET 1.5 (24 Trunks) | | | | |
| Standard Type 2A Access | NONE | \$140.00 | \$129.00 | \$122.21 |
| FGD IC Access (for Originating and Terminating Traffic) | NONE | 140.00 | 129.00 | 122.21 |

DS1 to Voice Multiplexing² NONE 285.45

- Mileage Charges Per MercNET 1.5:

| Mileage | Fixed | <u>Optional Payment Plan</u> | | Per | <u>Optional Payment Plan</u> | |
|-------------|----------------|------------------------------|---------------|-------------------------|------------------------------|---------------|
| <u>Band</u> | <u>Monthly</u> | <u>36 Mo.</u> | <u>60 Mo.</u> | <u>Mile Monthly</u> | <u>36 Mo.</u> | <u>60 Mo.</u> |
| 0 | | | | | | |
| Over 0-4 | \$ 100.00 | \$ 85.50 | \$ 81.00 | \$ 5.64 | \$ 4.66 | \$ 4.42 |
| Over 4-8 | 100.00 | 85.50 | 81.00 | 5.64 | 4.66 | 4.42 |
| Over 8-25 | 100.00 | 85.50 | 81.00 | 5.64 | 4.66 | 4.42 |
| Over 25 | 100.00 | 85.50 | 81.00 | 5.64 | 4.66 | 4.42 |

(3) DS3 Facilities

- Per MercNET 45 (28 DS1)

¹ Call allowances are not applicable under Type 2 interconnect (e.g. Directory Assistance Service).

² May not be necessary if working in Digital Offices.

| Recurring Charges | | <u>Optional Payment Plan</u> | | |
|--|---|--------------------------------|---|-----------------------------|
| | <u>Monthly³</u> <u>Rate</u> | <u>36 Mo</u> | <u>60 Mo</u> | |
| -MercNET 45 | | | | |
| 1st CT | \$900.00 | \$ 850.00 | \$ 750.00 | |
| 2nd CT | 800.00 | 750.00 | 676.00 | |
| 3rd CT and above | 750.00 | 736.00 | 654.00 | |
| - All MercNET 45 CT's Nonrecurring Charge, each - NONE | | | | |
| | | <u>Nonrecurring</u> | | |
| DS3 to DS1 Multiplexing ⁴ | | None | \$678.02 | |
| | | <u>Fixed</u> <u>Monthly</u> | <u>Per</u> <u>Mile</u> <u>Monthly</u> | <u>36 Mo.</u> <u>60 Mo.</u> |
| Mileage Charge Per MercNET 45 | \$ 750.00 | \$ 25.00 | \$23.75 | \$22.56 |

³ Requires 12 month minimum agreement.

⁴ May not be necessary if working in Digital Offices.

(B) Type 2 Interconnection for Type 2A and Type 2B M/L Calling beginning June 14, 2001⁵:

\$.0015 per minute from June 14, 2001 to December 13, 2001
\$.0010 per minute from December 14, 2001 to June 13, 2003
\$.0007 per minute from June 14, 2003 to June 13, 2004 or further
FCC Order, whichever occurs later

V. Type 2 Interconnection for Land to Mobile (L/M) Calls:

(A) Billing Option 2 beginning June 14, 2001⁶:

CBT pays Carrier for transport and termination of Type 2A and Type 2B L/M traffic.

\$.0015 per minute from June 14, 2001 to December 13, 2001
\$.0010 per minute from December 14, 2001 to June 13, 2003
\$.0007 per minute from June 14, 2003 to June 13, 2004 or further
FCC Order, whichever occurs later

VI. For Type 1 Interconnect for M/L Use Only:

(A) Facilities to Connect End Offices with the MSC - Central Office Connecting Circuits: Access Channel

| <u>Rate Element</u> | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> |
|---|----------------------------|---------------------|
| 4 Wire Channel Termination-wireless, each ⁷ For use with trunk unit | None | \$49.60 |

⁵ Transport and Termination rates as of June 14, 2001 were set by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 FCC 01-131 on remand from the Court of Appeals for the District of Columbia adopted on April 18, 2001, and are not subject to true up.

⁶ Transport and Termination rates as of June 14, 2001 were set by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 FCC 01-131 on remand from the Court of Appeals for the District of Columbia adopted on April 18, 2001, and are not subject to true up.

⁷ Tariff Reference: F.C.C. No. 35, Section 7

| <u>Mileage Band</u> | <u>Fixed Monthly</u> | <u>Per Mile</u> |
|-------------------------|--------------------------|-----------------|
| 0 | None | None |
| Over 0-4 | \$ 48.05 | \$ 0.50 |
| Over 4-8 | 48.05 | 0.50 |
| Over 8-25 | 48.05 | 0.50 |
| Over 25 | 48.05 | 0.50 |

| | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> |
|---|--------------------------------|-------------------------|
| Signaling Capability - Per point of termination ⁸ | None | \$9.98 |

(B) Facilities to Connect MSC with the Various Cell Sites - Radio Landlines

These facilities are provided as private line channels. Any required intrastate channels (intraexchange or interexchange) or interstate channels would be provided in accordance with paragraph 5(b) preceding.

(C) For Type 1 Interconnection M/L Calls from Carrier's System:

MEASURED RATE SERVICES⁹

Exchange service is provided on a measured basis, i.e., billed for usage that varies depending upon the number, distance, duration, and time-of-day of originating calls. The usage rates are the same as those for Optional Measured Service as specified below in accordance with paragraph 5(b) preceding. Usage allowance credits are not applicable to this service.

⁸ Tariff Reference to F.C.C. No. 35, Section 7.

⁹ Tariff Reference: Exchange Rate Tariff, Section 1.

| Mileage Tier | <u>Usage Rates</u> | | <u>Off-Peak Usage Rates¹⁰</u> | |
|-------------------------|-------------------------------|-----------------------------|--|-----------------------------|
| | <u>Initial</u> <u>Min.</u> | <u>Add'l</u> <u>Min.</u> | <u>Initial</u> <u>Min.</u> | <u>Add'l</u> <u>Min.</u> |
| 1 (0 through 12 miles) | \$.060 | \$.020 | \$.030 | \$.010 |
| 2 (13 through 26 miles) | .080 | .040 | .040 | .020 |
| 3 (27 miles and over) | .090 | .050 | .050 | .025 |

(D) Directory Assistance¹¹

For Type 2A interconnection mobile-to-land (M/L) calls to Directory Assistance (555-1212) or (411), Carrier shall pay CBT and the following rates apply:

Rate
per Call
\$0.50

VII. Type S Interconnect Service Rates and Charges

The following rates and charges for Type S interfaces are subject to change in accordance with the provisions of Paragraph 5 (b) of the agreement.

SS7 Common Channel Signaling Arrangement¹²

| | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> | | |
|---|--------------------------------|-------------------------|---------------|---------------|
| STP Port Termination - Per Port | NONE | \$ 886.68 | | |
| Signaling Link Channel Termination ¹³ | | | <u>36 Mo.</u> | <u>60 Mo.</u> |
| - Per MercNET 1.5 | NONE | \$ 140.00 | \$ 129.00 | \$ 122.21 |
| - Per 56 Kbps | NONE | \$ 70.00 | \$ 66.50 | \$ 63.00 |

Nonrecurring Monthly

¹⁰ The appropriate Message Toll Service rates apply for originating calls to landline telephones not within the respective local service area.

¹¹ Call allowances are not applicable to this Service.

¹² Tariff Reference: FCC No. 35, Section 6.

¹³ One Channel Termination applies per Signaling Link.

| | <u>Charge</u> | <u>Rate</u> | <u>36 Mo.</u> | <u>60 Mo.</u> |
|-------------------------------|---------------|-------------|---------------|---------------|
| Channel Mileage ¹⁴ | | | | |
| - Per MercNET 1.5 | | | | |
| - Fixed | NONE | \$ 100.00 | \$ 85.50 | \$ 81.00 |
| - Per Mile | NONE | \$ 5.64 | \$ 4.66 | \$ 4.42 |
| - Per 56 Kbps | | | | |
| - Fixed | NONE | \$ 53.47 | | |
| - Per Mile | NONE | \$.90 | | |

VIII. Directory Listings for Type 1 and 2 Telephone Numbers

If Carrier's customer requests their assigned telephone number listed in CBT's alphabetical directory (white pages), Carrier will contact CBT. CBT will bill Carrier the Nonrecurring Charge and Monthly Rate associated with each Listing.

The monthly rate for a regular additional listing begins when the information records are posted. Information records are posted and charging begins when the listing is accepted or when the directory in which it will appear is issued, at the option of Carrier. A telephone number can be listed in the directory if CBT is notified no later than March 1st of each year.

- Regular Additional Listing, each¹⁵:

| | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> |
|------------------|--------------------------------|-------------------------|
| Telephone number | \$12.37 | \$3.50 |

¹⁴ Channel Mileage applies between Serving Wire Center and STP, but does not apply when mileage is zero.

¹⁵ Tariff Reference: General Exchange Tariff, Section 6.

Attachment III

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Carrier Wireless Corporation

* * * *

Trouble Reporting, Installation and Testing Procedures

- (a) In order to facilitate trouble reporting and to coordinate the repair of private line circuits (e.g., remote transmitter links) provided to Carrier by CBT under this Agreement, CBT will designate a Maintenance Control Office (MCO) for such private line circuits.
- (b) Where new intraLATA private line circuits are installed, the MCO will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.
- (c) Carrier shall be provided with a direct trouble reporting number. This number will be Carrier's or CBT's access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established as required to ensure access by the opposite Party to a location which is covered and has the authority to initiate corrective action expeditiously at the same priority as that for another local exchange company.
- (d) To minimize outages on CBT or Carrier provided exchange access and private lines, it is important that effective trouble reporting and clearing procedures be established. To that end:
 - (1) When either Party reports a trouble condition, it will first have used its best efforts to isolate the trouble to the other's facilities. Each will also

advise the other of the usage sensitivity of the circuit and the need for expedited clearance.

- (2) In cases where a Party indicates essential or important subscriber usage on lines provided by the other, the latter will attempt to clear the trouble condition in a manner similar to its local procedures used to restore similar essential services.
- (3) CBT and Carrier will make cooperative tests, as appropriate, to eliminate the necessity for either Party to dispatch personnel needlessly to distant unattended locations merely to isolate the trouble.

Attachment IV

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

Carrier Wireless Corporation

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Maintenance of Service Charges

- (a) Carrier obtains from CBT exchange access service lines terminating in Carrier's equipment and intraLATA private line circuits connecting its control terminals to its transmitter/receiver sites. The maintenance of these facilities by CBT, via this contract, requires isolation of both CBT's and Carrier's equipment and facilities for testing purposes. Both CBT and Carrier believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.
- (b) Carrier and CBT recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.
- (c) Under this procedure when discovering trouble in its service, CBT or Carrier will respond to the trouble reported by isolating the problem to its own or the others system. Each will clear the trouble in its own system prior to handing off the trouble to the other. However, if either Party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined to be in the reporting Party's system, the aggrieved Party may institute a maintenance charge, in accordance with the following procedure.
 - (d) (1) Should one Party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to

reporting troubles to the other, the aggrieved Party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved Party intends to assess maintenance charges for any further abuses that occur.

- (2) Upon receipt of the written notice by the other Party, both Parties will meet as soon as possible to review the problem and take corrective action.
- (3) If the Parties are unable to resolve the dispute, the aggrieved Party will give written notice that it intends to implement maintenance charges by a specific date, but not less than ten (10) days from the date of such notice.
- (4) No maintenance charge shall be instituted without the prior approval of the Public Utilities Commission of Ohio.

ATTACHMENT V

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

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Transit Traffic

CBT agrees to transit local calls from Carrier to third party carriers within both the LATA and the MTA. Carrier will compensate CBT for each minute of use transited at the following rates:

| | <u>Per MOU</u> | <u>Per MOU Per Mile</u> |
|---------------------------|----------------|-------------------------|
| Tandem Switching | \$.0025 | - |
| Tandem Switched Transport | \$.0006 | \$.0001 |