

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

Cincinnati Bell Telephone Company

and

VoiceStream Wireless Corporation

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INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

AGREEMENT dated the 27th day of August 2001, by and between Cincinnati Bell Telephone Company, an Ohio corporation (hereinafter referred to as "CBT"), and VoiceStream Wireless Corporation, a Delaware corporation (hereinafter referred to as "VoiceStream").

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, VoiceStream 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 VoiceStream 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 VoiceStream 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 VoiceStream 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 VoiceStream's System with CBT's System for the purpose of interchanging traffic.
- (i) Dedicated Trunk (DT) - A facility which connects VoiceStream'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 VoiceStream'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 VoiceStream for completion by VoiceStream. 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 VoiceStream 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 VoiceStream'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 VoiceStream to another CMRS provider or another LEC, other than the CBT are transit traffic and not VoiceStream 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 VoiceStream provides Authorized Services.

- (y) “Party” means either CBT or VoiceStream, and “Parties” means CBT and VoiceStream.
- (z) POI (Point of Interconnection) - The point of demarcation at which CBT's responsibility for the provision of its service ends and where VoiceStream’s responsibility begins.
- (aa) Transit Traffic - Traffic between VoiceStream 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 VoiceStream'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 VoiceStream's System and a CBT end-office switching system where VoiceStream connects to other end-offices and other carriers.
- (dd) Type 2A Interface - The POI of a trunk between VoiceStream's System and a CBT's Local Tandem or Access Tandem switch. Through this interface, VoiceStream can connect to CBT end-offices or to other carriers interconnected through the tandem.
- (ee) Type 2B Interface - The POI of a trunk between VoiceStream's System and a CBT end-office switching system where VoiceStream 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 VoiceStream'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 VoiceStream'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.

- (hh) VoiceStream's System - The communications system of VoiceStream used to furnish Authorized 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 VoiceStream'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 VoiceStream facilities necessary to connect to CBT Connecting Facilities shall be compatible and consistent with CBT's System. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.
- (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.
 - (1) The grade of service for all facilities between the CBT End Office or Tandem and VoiceStream's MSC shall be engineered to achieve P01 grade of service.
 - (2) If a trunk group is under seventy-five percent (75%) of centum call seconds (CCS) capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.
 - (3) The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Forecast information for traffic between the Parties will be provided by the Parties to each other two times a year. The semi-annual forecasts shall include forecasted requirements for each trunk group. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years.
 - (4) the Parties shall provide each other with a description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic

patterns, or other activities that cause a significant increase or decrease in trunking demand for the following forecasting period.

- (c) CBT shall provide the facilities and arrangements herein described to VoiceStream in order to establish the physical connection and permit the interchange of traffic between the Parties. The Parties shall follow normal provisioning intervals as set forth in CBT's access tariffs to determine the date on which the facilities will be placed into service. Service intervals and due dates for negotiated arrangements will be mutually determined on an individual case basis.
- (d) Interconnection shall be available at the trunk-side of an End Office Switch via Type 2B Interconnection and Type 1 interconnection; at the trunk connection points for a CBT Tandem via Type 2A Interconnection; and at STPs via Type S Interconnection. Interconnection with CBT's Operator Services location shall also be available at CBT's OSS Switch via Type 2D interconnection. Interconnection shall be provided at such other interconnection points where technically feasible and mutually agreed by the Parties, subject to the same reasonable space and equipment limitations as are imposed on interconnection between local exchange carriers and incumbent local exchange carriers. VoiceStream may, utilize either inband signaling or out of band signaling where technically feasible and mutually agreed by the Parties.

Unless otherwise agreed by the Parties, the type of traffic to be exchanged under this Agreement, and which require separate trunk groups, include:

- Local and IntraLATA Toll Traffic
- Switched access traffic
- Transit Traffic
- Directory Assistance
- 911/E-911
- Operator Services

- (e) Where VoiceStream and CBT interconnect for the exchange of Wireless Calls, there will be a POI for the interconnection facility. To route VoiceStream calls to and from the POI, the Parties may agree to any of the following alternatives:
 - (1) VoiceStream can construct its own Connecting Facilities,
 - (2) VoiceStream may lease the Connecting Facilities (DS1 or DS3 facilities) from CBT, where facilities are available (where facilities are not available, special construction charges may apply),
 - (3) VoiceStream can purchase or lease Connecting Facilities from a third party,
 - (4) Mid-Span Meet facilities (Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI.)

- (5) Physical Collocation
 - (6) Virtual Collocation
- (f) 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.
- (g) Nothing in this Agreement shall prohibit VoiceStream from enlarging its CMRS network within the MTA serving Cincinnati through contractual affiliations with third parties for the construction and operation of a CMRS system under the VoiceStream brand name. Traffic originating on such extended network within the MTA serving Cincinnati shall be treated as VoiceStream traffic under the terms and conditions of this Agreement.

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 VoiceStream, 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 VoiceStream 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 VoiceStream's System are set forth in Attachments I and III hereto.
- (b) VoiceStream 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, VoiceStream is able to establish connections through CBT's facilities from and to prefixes (NXXs) in all CBT end offices within the LATA. VoiceStream may be able to utilize CBT's network for transit traffic to a third Party if both VoiceStream 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 VoiceStream'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 VoiceStream and other LECs or CMRS providers (third party) to enter into arrangements to exchange traffic between VoiceStream and the third party, CBT and VoiceStream will work cooperatively to resolve issues surrounding transit traffic. CBT charges to VoiceStream for delivery of traffic are defined on Attachment V.
- (c) With Type S interconnection, VoiceStream 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 VoiceStream'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 VoiceStream's option. VoiceStream 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 VoiceStream. VoiceStream may at its discretion participate with CBT in the design of the interconnection network to optimize access to or from VoiceStream's System and the points of interconnection.
- (1) When VoiceStream chooses a Type 1 interface, VoiceStream shall be provided telephone numbers in incremental blocks of one hundred (100) each; but CBT and VoiceStream may agree to the provision of numbers in lesser or greater quantities. VoiceStream 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 VoiceStream to its subscribers for its Authorized Services shall be the responsibility of VoiceStream in coordination with CBT for efficient operation with CBT's System.

- (2) Central office prefixes used with telephone numbers furnished to VoiceStream 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 VoiceStream 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 VoiceStream. VoiceStream 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 VoiceStream 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 VoiceStream.

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 VoiceStream pursuant to this Agreement, and all charges therefor, are set forth hereinafter in Attachment II.
- (b) Both Parties agree that CBT cannot unilaterally make changes to tariffs that materially affect this agreement. Where this agreement refers to tariffed rates for services the following will apply:

Where the agreed charges for channels, interface types and arrangements furnished to VoiceStream 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 VoiceStream of any changes in the terms and conditions under which CBT offers its services

by serving VoiceStream 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 VoiceStream 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 VoiceStream's System or placed on a received-collect basis to such stations, CBT shall bill VoiceStream for CBT's charges for its portion of the service and VoiceStream will pay such charges without allowance for uncollectibles.
- (e) Type 2 - Billing Option 2

VoiceStream 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 VoiceStream/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) VoiceStream 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) VoiceStream 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 VoiceStream 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. VoiceStream 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 VoiceStream initiating service to the public because of VoiceStream's violation of this Agreement, or VoiceStream 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, VoiceStream shall reimburse CBT the direct 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 VoiceStream 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 VoiceStream leases facilities from CBT (i.e., not when CBT is collocated) VoiceStream 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 VoiceStream and CBT. Upon request, VoiceStream 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. VoiceStream 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 VoiceStream for damages to premises or equipment of VoiceStream 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) VoiceStream 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 VoiceStream 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 VoiceStream in VoiceStream's prosecution of a claim against the person(s), if any, contributing to such damage. VoiceStream, 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) VoiceStream shall reimburse CBT for any loss through theft of CBT channels, interface types, arrangements or equipment provided by CBT under this Agreement on VoiceStream'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, VoiceStream 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 VoiceStream or its subscribers.

- (b) With respect to claims of patent infringement made by third persons, CBT will defend, indemnify, protect and save harmless VoiceStream from and against all claims arising out of the combining with or VoiceStream'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 VoiceStream 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 VoiceStream 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 VoiceStream 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 VoiceStream 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 VoiceStream, 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 VoiceStream 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) VoiceStream 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.
- (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 VoiceStream 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 VoiceStream may terminate this Agreement on thirty (30) days notice; provided, however, if VoiceStream does not terminate this Agreement, it shall be entitled to the relief provided by Paragraph 13(c) above.

- (c) If VoiceStream 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 VoiceStream 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 VoiceStream's authority to provide Authorized Services. Notwithstanding such termination, CBT shall notify VoiceStream, 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 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 (30) days within which to cure such non-compliance, or at any time as mutually agreed by the Parties.
- (g) Except when VoiceStream 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 VoiceStream 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 either CBT or VoiceStream may on ten (10) days notice terminate this Agreement and the Parties agree to meet and renegotiate in good faith to arrive at a mutually acceptable modification of the Agreement. If notice is served pursuant to this subparagraph, this Agreement shall continue in full force and effect until the Parties execute a new agreement or the dispute is resolved through arbitration at the Commission. If the parties fail to agree on revised terms, rates, fees and charges within sixty (60) days after the notice date, either Party may seek arbitration of the same at the Commission. Once new terms, rates, fees and charges are established, whether by agreement or by arbitration, the Parties shall true-up compensation retroactive to the effective date of termination specified in the termination notice.

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) may be given by one Party to the other Party shall 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 VoiceStream, addressed as follows:

David A. Miller
Vice President of Legal Affairs
VoiceStream Wireless Corporation
12920 S.E. 38th Street
Bellevue, WA 98006
Fax: 425-378-4840

With a copy to:

Chris Sykes
Senior Manager, Carrier Management Group
VoiceStream Wireless Corporation
12920 S.E. 38th Street
Bellevue, WA 98006
Fax: 425-653-4810

and to CBT:

Vice President & General Manager – Carrier Services
Cincinnati Bell Telephone Company
201 E. 4th St., Rm. 102-1000
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 VoiceStream hereunder, nor the use of any of the facilities furnished by CBT hereunder, may be assigned or in any manner transferred by VoiceStream without (i) the consent of CBT, which consent shall not be unreasonably withheld, provided, however, that company's consent is not required for assignment to any legal entity which is an affiliate, as defined in 47 U.S.C. 153, of VoiceStream and provided that VoiceStream provide written notice to CBT, 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 VoiceStream 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.

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. ALTERNATE DISPUTE RESOLUTION

- (a) Alternative to Litigation - Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commissions, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution procedure, or regulatory action under the Act, the Parties agree to employ this dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- (b) 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 under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- (c) Arbitration - If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to it under this Agreement.
- (d) 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).

29. 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 VoiceStream 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.

30. UNBUNDLED NETWORK ELEMENTS

- (a) CBT shall provide VoiceStream access to CBT's network elements on an unbundled basis, including facilities and software necessary to provide such network elements, where available, at any technically feasible point in accordance with the terms and conditions of this Section 30. CBT shall provide VoiceStream access to each unbundled network element, along with all of such unbundled network element's features, functions and capabilities in a manner that shall allow VoiceStream to provide any telecommunications service that can be offered by means of that network element; provided that the use of such network element is consistent with the Act.
- (b) Notwithstanding anything to the contrary in this Section 30, CBT shall not be required to provide network elements beyond those identified in 47 C.F.R. § 51.319 to VoiceStream if:
 - (1) The Commission concludes that:
 - (a) such network element is proprietary or contains proprietary information that will be revealed if such network element is provided to VoiceStream on an unbundled basis; and
 - (b) VoiceStream could offer the same proposed telecommunications service through the use of other, nonproprietary network elements within CBT's network; or
 - (2) The Commission concludes that the failure of CBT to provide access to such network element would not decrease the quality of, and would not increase the financial or administrative cost of, the telecommunications service VoiceStream seeks to offer, compared with providing that service over other unbundled network elements in CBT's network.
- (c) If CBT makes available network elements that require special construction, VoiceStream shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such network element(s).

- (d) At the request of VoiceStream, CBT shall provide VoiceStream access to the following network elements on an unbundled basis:

Local Loops, as more fully described on Schedule 30.2.1;
The Network Interface Device, as more fully described on
Schedule 30.2.2;

Interoffice Transmission Facilities, as more fully described on
Schedule 30.2.3;

Signaling Links and Call-Related Databases, as more fully
described on Schedule 30.2.4;

Directory Assistance, as more fully described on Schedule 30.2.5;
and

Operations Support Systems (“OSS”) functions as more fully
described on Schedule 30.2.6.

- (e) The quality of an unbundled network element, as well as the quality of the access to such unbundled network element that CBT provides to VoiceStream, shall be (i) the same for all Telecommunications Carriers requesting access to such network element and (ii) equal in quality to that which CBT provides to itself, its subsidiaries or affiliates unless CBT proves to the Commission that it is not technically feasible to provide the network element requested by VoiceStream, or access to such network element at a level of quality that is equal to that which CBT provides itself.

- (f) Provisioning of network elements

(1) CBT shall provide VoiceStream unbundled network elements as set forth on Schedule 30.4.

(2) CBT shall provide VoiceStream access to the Operations Support Systems Functions for CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing that relate to the network elements that VoiceStream purchases hereunder. Access to such Operations Support Systems functions shall be as provided in Schedule 30.2.6.

- (g) CBT shall charge VoiceStream the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled network elements (including the monthly recurring rates for those specific network elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If VoiceStream requests or approves a

CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge VoiceStream for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified network element to any Customer- or end user-provided element or required to interconnect contiguous network elements.

- (h) If VoiceStream reports to CBT a suspected failure of a network element, VoiceStream specifically requests a dispatch, CBT dispatches a technician, and such trouble was not caused by CBT's facilities or equipment, then VoiceStream shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

31. COLLOCATION

CBT shall provide to VoiceStream physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that CBT may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if CBT demonstrates that physical collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. CBT will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable CBT federal and state collocation tariffs.

32. RIGHT-OF-WAY

To the extent lawfully required by the Act, CBT shall afford to VoiceStream access to the poles, ducts, conduits and rights of way it owns or controls on the same terms, conditions and prices to those offered to any other telecommunications carrier pursuant to CBT's tariffs and/or standard agreements.

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: Christian Gartner _____

Title: Vice President & General Manager – Carrier Services

VOICESTREAM WIRELESS CORPORATION

By: _____

Printed: David A. Miller _____

Title: Vice President of Legal Affairs _____

Attachment I

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Co.

and

VoiceStream Wireless Corporation

Effective 8/27/01

* * * *

Intercept and Acknowledgment of Calls by VoiceStream

- (1) VoiceStream 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 VoiceStream's System is not able to complete calls because of a malfunction in the terminal or other equipment, VoiceStream 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) VoiceStream shall provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- (4) VoiceStream 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

VoiceStream Wireless Corporation

Effective 8/27/01

Facilities, Services and Charges

* * * *

I. Description and Application of Rates and Charges

There are three types of charges that may apply to CBT and VoiceStream. 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 VoiceStream 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 VoiceStream 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 VoiceStream's point of termination and CBT's tandems for Type 2A service, and between VoiceStream'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 VoiceStream pays CBT for transport and termination of traffic, the following rates apply if VoiceStream 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	<u>Fixed Monthly</u>		<u>Per Mile</u>	
<u>Band</u>				
0	NONE		NONE	
Over 0-4	\$61.00		\$ 0.64	
Over 4-8	\$61.00		\$ 0.64	
Over 8-25	\$61.00		\$ 0.64	
Over 25	\$61.00		\$ 0.64	
(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	\$135.79	\$129.00	\$122.21
FGD IC Access (for Originating and Terminating Traffic)	NONE	135.79	129.00	122.21
DS1 to Voice Multiplexing ²	NONE	285.45		

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.

- Mileage Charges Per MercNET 1.5:

<u>Mileage Band</u>	<u>Fixed Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$ 100.00	\$ 8.40
Over 4-8	100.00	8.40
Over 8-25	100.00	8.40
Over 25	100.00	8.40

(3) DS3 Facilities

- Per MercNET 45 (28 DS1)

	<u>Recurring Charges</u>	<u>Optional Payment Plan</u>	
	<u>Monthly³ Rate</u>	<u>36 Mo</u>	<u>60 Mo</u>
-MercNET 45			
1st CT	\$1,500.00	\$ 1,200.00	\$ 1,000.00
2nd CT	1,300.00	855.00	676.00
3rd CT and above	1,151.00	836.00	654.00

- All MercNET 45 CT's Nonrecurring Charge, each - NONE

	<u>Nonrecurring</u>	
DS3 to DS1 Multiplexing ⁴	None	\$678.02

	<u>Fixed Monthly</u>	<u>Per Mile</u>
Mileage Charge Per MercNET 45	\$ 760.00	\$ 69.58

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 VoiceStream 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	\$61.00	\$0.64
Over 4-8	61.00	0.64
Over 8-25	61.00	0.64
Over 25	61.00	0.64

	<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 VoiceStream'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>Discount Rates</u> ¹⁰	
	Initial	Add'l	Initial	Add'l
	<u>Min.</u>	<u>Min.</u>	<u>Min.</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)	.120	.050	.060	.025

(D) Directory Assistance¹¹

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

	<u>Rate per Call</u>
(1) For call volumes of 10,000 calls or greater billed to carrier in the current one month billing period	\$0.39
(2) For call volumes of less than 10,000 calls billed to carrier in the current one month billing period	\$0.44

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		

¹⁰ A 50% discount applies to:

- (1) Calls originated from 9:00 P.M. to but not including 8:00 A.M., on Monday through Friday.
- (2) Calls originated all day Saturday, Sunday and certain holidays. The holidays are New Year's Day (January 1), Independence Day (July 4), Christmas Day (December 25); and Labor Day and Thanksgiving Day (or their resulting legal holidays).

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.

- Per Port	NONE	\$889.75
Signaling Link		
Channel Termination ¹³		
- Per MercNET 1.5	NONE	\$135.79
- Per 56 Kbps	NONE	\$ 70.00
Channel Mileage ¹⁴		
- Per MercNET 1.5		
- Fixed	NONE	\$121.75
- Per Mile	NONE	\$ 15.13
- Per 56 Kbps		
- Fixed	NONE	\$ 58.03
- Per Mile	NONE	\$.63

VIII. Directory Listings for Type 1 and 2 Telephone Numbers

If VoiceStream's customer requests their assigned telephone number listed in CBT's alphabetical directory (white pages), VoiceStream will contact CBT. CBT will bill VoiceStream 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 VoiceStream. 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	\$3.00

¹³ One Channel Termination applies per Signaling Link.

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

VoiceStream Wireless Corporation

Effective 8/27/01

* * * *

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 VoiceStream 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 VoiceStream that the new circuit is ready for service.
- (c) VoiceStream shall be provided with a direct trouble reporting number. This number will be VoiceStream'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 VoiceStream 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 VoiceStream 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

VoiceStream Wireless Corporation

Effective 8/27/01

* * * *

Maintenance of Service Charges

- (a) VoiceStream obtains from CBT exchange access service lines terminating in VoiceStream'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 VoiceStream's equipment and facilities for testing purposes. Both CBT and VoiceStream 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) VoiceStream 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 VoiceStream 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

VoiceStream Wireless Corporation

Effective 8/27/01

* * * *

Transit Traffic

CBT agrees to transit local calls from VoiceStream to third party carriers within both the LATA and the MTA. VoiceStream 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

ATTACHMENT VI

to

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

VoiceStream Wireless Corporation

Effective 8/27/01

* * * *

CBT Unbundled Element Information

SCHEDULE 30.2.1

LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits will be in accordance with accepted industry standards.

1.0 “Two Wire Analog Voice Grade Loops”

1.1 Two Wire Analog Voice Grade Loops are capable of supporting POTS or POTS- like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two wire Analog Voice Grade Loop must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 “Two Wire ISDN BRI 160 Kbps Digital Loop”

2.1 Two Wire ISDN BRI Loops are capable of supporting a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

2.2 The loops will be qualified to determine how the Basic 2-wire Analog VG Link is to be configured to support ISDN BRI services.

3.0 “Two Wire HDSL Compatible Loop”

3.1 Two Wire HDSL Loops are capable of providing the transmission of a 768 Kbps digital signal.

3.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

4.0 “Four Wire HDSL Compatible Loop”

4.1 Four Wire HDSL Loops are capable of providing the transmission of a 1.544 Mbps digital signal.

4.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

SCHEDULE 30.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT's Network Interface Device ("NID") is a network element that utilizes one or more cross-connect devices to connect loop facilities to inside wiring.

CBT will permit VoiceStream to connect VoiceStream's loop to a portion or all of the inside wiring of the Customer's premises through CBT's NID, where necessary. VoiceStream must establish the connection to CBT's NID through an adjoining NID, which serves as the network interface or demarcation for VoiceStream's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 30.2.3

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide telecommunications services between Wire Centers/Switching Centers owned by CBT or VoiceStream, or between Switches owned by CBT or VoiceStream.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility (“Dedicated Transport”) is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, VoiceStream will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 **“Unbundled dedicated entrance facility”** is a dedicated facility connecting CBT's transmission equipment in a CBT Central Office with VoiceStream's transmission equipment in VoiceStream's Switching Center for the purposes of providing telecommunications services.

1.3 **“Common Transport”** is an interoffice transmission path between CBT network elements shared by carriers. Where CBT network elements are connected by intra office wiring, such wiring is provided as a part of the network elements and is not Common Transport. Common Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48).

2.2 Common Transport, as described in Section 1.3 above.

3.0 Where Dedicated Transport or Common Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by VoiceStream, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps (DS1) bit stream;

3.2.2 CBT-provided Central Office multiplexing.

- (a) DS3 to DS1 multiplexing; and
- (b) DS1 to Voice/Base Rate/128-, 256-, 384-Kbps Transport; multiplexing

3.3 If requested by VoiceStream, the following are available at an additional costs:

- 1 + 1 Protection for OC3, OC12 and OC48;
- 1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48;
- 1 + 1 Protection with Route Survivability for OC3, OC12 and OC48.

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and OC3) shall be dedicated to VoiceStream-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in all then-currently available technologies, including DS1 and DS3 transport systems, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references.

4.4 For DS3 facilities, and higher rate facilities, Interoffice Transmission Facilities shall meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references.

4.5 Any request by VoiceStream for diversity shall be subject to additional charges.

4.6 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

- DS1 (Extended SuperFrame - ESF and D4);
- DS3 (M13 shall be provided);

SCHEDULE 30.2.4

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points. A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1 Technical Requirements.

1.1.1 STPs shall provide access to all other network elements connected to CBT SS7 network. These include:

- (a) CBT Local Switching or Tandem Switching;
- (b) CBT Service Control Points/Databases;
- (c) Third-party local or tandem switching systems; and
- (d) Third-party-provided STPSs.

1.1.2 The connectivity provided by STPs shall fully support the functions of all other network elements connected to the CBT SS7 network. This explicitly includes the use of the CBT SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the CBT SS7 network (*i.e.*, transit messages). When the CBT SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3 If a CBT Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a VoiceStream local switch and third-party local switch, the CBT SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the VoiceStream local STPSs and the STPSs that provide connectivity with the third-party local switch, even if the third-party local switch is not directly connected to the CBT STPSs, based on the routing instruction provided in each message.

1.1.4 STPs shall provide the following functions of the MTP as defined in the applicable industry standards:

- (a) Signaling Data Link functions;
- (b) Signaling Link functions; and
- (c) Signaling Network Management functions.

1.1.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in the applicable standards.

In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a VoiceStream or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the CBT SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6 If and when made available by CBT, STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

- (a) MTP Routing Verification Test (MRVT); and
- (b) SCCP Routing Verification Test (SRVT).

1.1.7 In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a VoiceStream or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the CBT SS7 network.

1.1.8 STPs shall be based upon the following performance standards:

- (a) MTP Performance, as specified in ANSI T1.111.6; and
- (b) SCCP Performance, as specified in ANSI T1.112.5.

1.2 Signaling Link Transport.

1.2.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56-Kbps transmission paths between VoiceStream-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2 Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an “A-link,” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- (b) As a “D-link,” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4 Signaling Link Transport layers shall consist of two (2) or more signaling link layers as follows:

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5 A signaling link layer is designed to satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6 A signaling link layer shall to the extent physically reasonable satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- (a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (*i.e.*, the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- (b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (*i.e.*, the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the VoiceStream-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.1 Unbundled AIN Application Access.

2.1.1 CBT will provide VoiceStream access to CBT's service package applications (SPAs) on its own AIN SCP through query access over the SS7 network. Such access will enable VoiceStream (whether it purchases unbundled switching capabilities from CBT or owns its own SSP (Service Switching Point) to offer its Customers AIN services without first having to deploy a full AIN infrastructure within its own networks. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day-to-day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.1.2 VoiceStream shall be responsible for assuring the compatibility of its AIN SSP software generics with the CBT AIN Applications and SCP software releases. Interconnection of the VoiceStream SSP with the CBT SS7 network is required, and can be accomplished in a number of ways as described in Section 1 of this Schedule 30.2.4.

2.1.3 Activation of the desired application at the CBT SCP requires subscription by both the ordering carrier VoiceStream and the end-user. In general, AIN operations require close cooperation between CBT and the requesting carrier.

2.1.4 The SSP and SCP vendors provide logical capabilities which CBT uses to create each AIN service. The SSP and SCP vendors have no detailed knowledge of the specific AIN Applications that CBT has created. CBT's AIN deployment is based on AIN 0.1.

2.2 CBT will provide VoiceStream access to its AIN Service Creation Environment (SCE) at parity with such access it provides to affiliates or other carriers, to enable VoiceStream to create new AIN services on CBT's SCP. Such services, once loaded on CBT's network SCPs will only be used in conjunction with SS7 TCAP queries from VoiceStream's own SSP.

2.3 CBT will provide VoiceStream access to its Service Management System, at parity with such access it provides to affiliates or other carriers, for the purpose of provisioning customer specific information in service package applications on CBT's SCP.

SCHEDULE 30.2.5

DIRECTORY ASSISTANCE

1.0 Directory Assistance. Directory Assistance (“DA”) service shall consist of the following services.

1.1 Directory Assistance - those calls in which the Customer dials digits designated by VoiceStream to obtain Directory Assistance for local numbers located within his/her local calling area (including but not limited to 411, 555-1212, NPA-555-1212) dialed by VoiceStream subscribers directly to either the VoiceStream DA service platform or CBT DA service platform as specified to VoiceStream. Two listings will be provided per call.

1.2 Branding - the ability to put branding messages on the front end of a DA call that is directly trunked into CBT's DA switch, or to choose not to provide such a message.

1.3 Directory Assistance Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“ARU”) the option of having local calls completed by pressing a specific digit on a touch tone telephone. Directory Assistance Call Completion is currently available to VoiceStream if it direct trunks its DA calls to CBT. VoiceStream shall rate and bill its Customers for Directory Assistance Call Completion calls.

1.4 Upon request, and through a technically feasible arrangement, CBT will provide access to databases used in the provisioning of DA at rates that recover CBT's costs of developing, providing and maintaining the service. Such unbundled access shall include entry of VoiceStream Customer information into CBT's DA database or to enable VoiceStream to utilize read only access of DA listings in the database so that VoiceStream can provide a telecommunications service consistent with Section 251(c)(3) of the Act.

2.1 Directory Assistance

2.1.1 CBT shall communicate in advance any changes or enhancements to its DA service that CBT is obligated to provide to VoiceStream under Section 251 of the Act, and shall make available such service enhancements on a non-discriminatory basis to VoiceStream.

2.1.2 CBT shall provide VoiceStream with the same level of support for the provisioning of Directory Assistance as CBT provides itself, assuming that VoiceStream's DA traffic is of the same nature as CBT's. Quality of service standards shall be in accordance with standards that are at least equal to the standards and/or performance measurements that CBT uses and/or which are required by law, regulatory agency.

SCHEDULE 30.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection).
- 2.0 Maintenance and Repair. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to VoiceStream to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.
- 4.0 Electronic Interface for Pre-Ordering, Ordering and Provisioning. CBT will provide an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with resale services and Unbundled network elements, to the extent applicable. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. This gateway will provide for equivalent functionality for pre-ordering, ordering and provisioning as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), and Electronic Data Interchange (EDI) Customer Service Guideline, issue 5.

SCHEDULE 30.4

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of Section 30, VoiceStream may order and/or request network elements individually.

1.2 CBT shall provide provisioning services to VoiceStream during Normal Business Hours on Business Days. VoiceStream may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If VoiceStream requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule.

1.3 CBT shall provide a CLEC Service Center (LEC-C) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's unbundled network elements. The LEC-C shall provide an electronic interface for all ordering and provisioning order flows, but may use a paper or fax process until electronic interfaces between CBT and VoiceStream have been tested and are fully operational. The LEC-C shall provide to VoiceStream a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of network elements or Combinations. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to VoiceStream as specified in this Schedule 30.4.

1.4 CBT will recognize VoiceStream as the Customer of Record of all network elements and agreed-to Combinations ordered by VoiceStream and will send all notices, invoices and pertinent Customer information directly to VoiceStream.

1.5 As soon as identified, CBT shall provide notification of VoiceStream orders that are incomplete or incorrect and therefore cannot be processed.

1.6 CBT shall reject and return to VoiceStream any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

1.7 Service Order Changes

1.7.1 If an installation or other VoiceStream-ordered work requires a change from the original VoiceStream service order in any manner, CBT shall call VoiceStream in advance of performing the installation or other work to obtain authorization. CBT shall then

provide VoiceStream an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify VoiceStream of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.7.2 If VoiceStream requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 VoiceStream shall access CBT's Unbundled Local Loops via Collocation or in accordance with Section 30 of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to VoiceStream's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide VoiceStream access to its unbundled Loops at each of CBT's Wire Centers. In addition, if VoiceStream requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to VoiceStream. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of VoiceStream's request notify VoiceStream of the lack of available facilities. VoiceStream may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the CBT network element Performance Benchmarks set forth in Schedule 30.8 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.2 Provisioning of Unbundled Loops. VoiceStream shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "Service Order") using the electronic interface. Within one (1) Business Day of CBT's receipt of a Service Order, CBT shall provide VoiceStream the FOC date and installation date of the unbundled Loops per the standard intervals set forth in Schedule 30.8 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

3.0 Network Interface Device Capability.

3.1 CBT will provide VoiceStream access to NIDs in a manner that will permit VoiceStream to connect its loop facilities to the Customer's inside wiring through CBT's NID, as required. VoiceStream shall establish this connection through an adjoining NID provided by VoiceStream.

3.2 Due to the wide variety of NIDs utilized by CBT (based on Customer size and environmental considerations), VoiceStream may access the Customer's inside wire by any of the following means:

3.2.1 Where an adequate length of inside wire is present and environmental conditions permit, VoiceStream may remove the inside wire from CBT's NID and connect that wire to VoiceStream's NID;

3.2.2 Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

3.2.3 Enter CBT's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to VoiceStream's own adjoining NID; or

3.2.4 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., VoiceStream, its agent, the building owner or the Customer).

3.3 If VoiceStream accesses the Customer's inside wire as described in Section 3.2.4 above, the time and materials charges will be billed to the requesting Party (i.e., VoiceStream, the building owner or the Customer).

3.4 In no case shall VoiceStream remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall VoiceStream remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with VoiceStream to develop specific procedures to establish the most effective means of implementing this Section 3.0.

4.0 Interoffice Transmission Facilities.

CBT shall:

4.1 Provide VoiceStream exclusive use of Interoffice Transmission Facilities dedicated to VoiceStream, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including VoiceStream;

4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that VoiceStream could use to provide telecommunications services;

4.3 Permit, to the extent technically feasible, VoiceStream to connect such interoffice facilities to equipment designated by VoiceStream, including VoiceStream's Collocated facilities.

5.0 Signaling Networks and Call-Related Databases

5.1 Signaling Networks.

5.1.1 If VoiceStream purchases Switching Capability from CBT, CBT shall provide access to its signaling network from that switch in the same manner in which CBT obtains access to such switch itself.

5.1.2 If VoiceStream has its own switching facilities, CBT shall provide VoiceStream access to STPs to each of VoiceStream's switches, in the same manner in which CBT connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from VoiceStream's switch to VoiceStream's STP, or linking VoiceStream's switch to its own STP and then connecting that STP to CBT's STP via a "B" or "D" link); provided that CBT shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of VoiceStream's own STPs to CBT's switch- or call-related databases or (iii) unbundle an SCP from its associated STP.

5.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that VoiceStream's switch is compatible with CBT's SS7 network;
- Certification that VoiceStream's switch is compatible with CBT's AIN SCP;
- Certification that VoiceStream's switch is compatible with a desired AIN application residing on CBT's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by VoiceStream, so that CBT can provide sufficient SS7 resources for VoiceStream and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that CBT's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by CBT's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

5.2 Call-Related Databases.

5.2.1 For purposes of switch query and database response through a signaling network, CBT shall provide VoiceStream access to its call-related databases, as described in Schedule 30.2.4 by means of physical access at the STP linked to the unbundled database.

5.2.2 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by VoiceStream so that CBT can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within CBT's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

5.3 Service Management Systems.

5.3.1 CBT shall provide VoiceStream with the information necessary to enter correctly, or format for entry, the information relevant for input into CBT's Service Management System ("SMS"). In addition, CBT shall provide VoiceStream equivalent access to design, create, test, and deploy Advanced Intelligent Network-based services at the SMS.

5.3.2 CBT shall provide VoiceStream with the information necessary to enter correctly, or format for entry, the information relevant for input into its SMS. Access will be provided in an equivalent manner to that which CBT currently uses to provide such access to itself (e.g., submitting magnetic tapes if VoiceStream inputs magnetic tapes, or through an electronic interface equivalent to that used by VoiceStream). The Committee shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Committee is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

5.3.3 CBT shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.0 Directory Assistance.

6.1 CBT shall provide VoiceStream access to CBT's Directory Assistance facilities where technically feasible.

6.2 CBT shall provide unbundled DA to VoiceStream directly as a separate network element. A list identifying the NPA/Exchange areas of CBT Directory Assistance, and Directory Assistance Call Completion services will be provided to VoiceStream and will be updated as such DA services are provided in additional NPA/Exchange Areas.

6.3 As a facilities-based provider, VoiceStream will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed-upon meet point with CBT facilities for access to unbundled DA services. VoiceStream is responsible for delivering its DA traffic to CBT's operator service switch. Specifically, VoiceStream shall deliver its traffic direct from the Switching Center to the operator service switch location determined by CBT based on the existing capacity of its service centers. CBT will, if technically feasible, enable VoiceStream to deliver its DA traffic to the operator service switch most closely located to the VoiceStream's NPA/exchange originating the call.

6.4 CBT will provide and maintain the equipment at its DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the DA service meets standards set forth by the Commission.

6.5 CBT will provide DA in accordance with its then-current internal operating procedures and/or standards.

6.6 VoiceStream is solely responsible for providing all equipment and facilities to deliver DA traffic to the point of Interconnection with CBT facilities.

6.7 VoiceStream will provide and maintain the equipment at its offices necessary to permit CBT to perform its services in accordance with the equipment operations and traffic operations which are in effect in CBT's DA office. VoiceStream will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

6.8 Access of resellers and VoiceStream to DA of CBT, and the DA network elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that CBT provides to all CBT end-user customers of its DA services. Upon request, CBT will, as technically feasible, provide a different quality of service, upon agreement by VoiceStream to pay to CBT its costs of developing, installing, maintaining, Staffing and Operating, and repairing access to and provision of the network element at such quality of service.

6.8.1 For DA services, VoiceStream will furnish CBT, ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated, details necessary to provide that service. This information includes listing information for the areas to be served by CBT and network information necessary to provide for the direct trunking of the DA calls.

6.8.2 VoiceStream will keep these records current and will inform CBT, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Implementation of such changes shall be dependent upon the nature and complexity of the request. When significant table changes are required, CBT and VoiceStream will mutually agree to implementation date. VoiceStream will inform CBT of other changes in the records on a mutually agreed-upon schedule.

6.9 If VoiceStream purchases DA Network elements upon request and as, technically feasible, CBT will re-brand such DA services based upon VoiceStream's agreement to pay rates that compensate CBT for any costs it incurs in developing, installing, providing and maintaining such rebranded service. To the extent that multiple carriers request the same branding service, such rate shall be allocated on a pro rata share. For branding of calls, VoiceStream must provide an announcement in a format acceptable to CBT, no longer than three (3) seconds or at parity with CBT, for installation on each DA switch serving VoiceStream's Customers.

6.10 Branding: Re-branding is available as follows:

Normally, DA services, both bundled and unbundled, will be branded with CBT's name as the provider of the service. Upon request from VoiceStream, and as technically feasible, CBT will re-brand DA traffic from VoiceStream's telephone exchange lines, or to VoiceStream's unbundled DA network element. Re-branded service requires that VoiceStream arrange to have the subject DA traffic delivered to CBT's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities. Re-branding is provided at rates that recover CBT's costs of developing, installing, providing and maintaining such service.

6.11 VoiceStream will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by VoiceStream under this Agreement will be used and maintained by CBT only for providing telecommunications services.

6.12 CBT will supply VoiceStream with call-detail information so that VoiceStream can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual-case basis.

SCHEDULE 30.8

NETWORK ELEMENT STANDARD INTERVALS

A. Standard Intervals for specific types of individual network elements:

Unbundled Loops

1. Two-Wire Analog Voice Grade Loops (POTS)

Volume: *

1-24 Loops	5 Business Days
25+ Loops	Negotiated

2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume: *

1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

3. Two Wire ISDN BRI 160 KBPS Digital Loop 10 Business Days

4. Two Wire HDSL Compatible Loop Negotiated

5. Four Wire HDSL Compatible Loop Negotiated

Unbundled Interoffice Transmission Facilities

1. DS1 Interoffice Transmission Facilities

(a) Facilities Available 7 Business Days

(b) Facilities or Force Not Available Negotiated

2. DS3 Interoffice Transmission Facilities Negotiated

3. OC-N Interoffice Transmission Facilities Negotiated

* Number of individual network elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NID.

EXHIBIT B
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PRICING BANDS BY CBT WIRE CENTER (CO)

OHIO

<u>BAND</u>	<u>WIRE CENTER</u>	<u>BAND</u>	<u>WIRE CENTER</u>
<u>1 - MOST DENSE</u>	209 W 7th Street	<u>2 - MIDDLE DENSITY</u>	Batavia
	Avondale		Goshen
	Cherry Grove		Hamilton
	Cheviot		Hamlet
	Covedale		Harrison
	Crescentville		Loveland
	Evendale		Miami
	Fairfield		Milford
	Glendale		Sayler Park
	Groesbeck		Tobasco
	Hartwell	West Chester	
	Hyde Park		
	Madisonville		
	Montgomery		
	Mt Healthy		
	Mt Washington	<u>3 -RURAL</u>	Bethel
	North Greenhills		New Richmond
	Northside		Newtonsville
	Norwood		Reily
	Price Hill		Seven Mile
Rossmoyne	Shandon		
St Bernard	Williamsburg		
Westwood			

EXHIBIT B
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PRICING BANDS BY CBT WIRE CENTER (CO)

KENTUCKY

<u>BAND</u>	<u>WIRE CENTER</u>	<u>BAND</u>	<u>WIRE CENTER</u>
<u>1 - MOST DENSE</u>	Covington Florence Ft. Thomas Lakeside Park	<u>2 - MIDDLE DENSITY</u>	<u>None</u>
		<u>3 - RURAL</u>	Alexandria Burlington Independence Union Walton
		<u>4 - SOUTHERN COUNTIES</u>	Butler Crittenden Falmouth Glencoe Warsaw Williamstown