frontier Communications

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November 6, 2015

Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

VZN-T-15-01

Dear Ms. Jewell:

Attached for filing and approval are one original plus three copies of an Interconnection Agreement between Frontier Communications Northwest Inc., Citizens Telecommunications Company of Idaho and New Cingular Wireless PCS, LLC. This agreement replaces the agreements filed in Docket No. GTE-T-99-03 and CTC-T-98-01.

Please call me at (972) 908-4415 if you have any questions.

Sincerely,

Kim Douglass

Kim Douglass
Manager
Compliance – Regulatory Affairs

Enclosures

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Cit.
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AGREEMENT

by and between

New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service ("CMRS") Operating Affiliates

and

Frontier Communications Northwest Inc.
Citizens Telecommunications Company of Idaho

For the State of

Idaho

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[AMENDED, EXTENDED AND RESTATED] AGREEMENT

PREFACE

This Agreement ("Agreement") shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Agreement effective January 1, 2015, (the "Effective Date"), between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, a Delaware limited liability company on behalf of itself and its Commercial Mobile Radio Service ("CMRS") operating affiliates in the State, d/b/a AT&T Mobility ("AT&T Mobility"), with offices at 1025 Lenox Park Blvd NE, Atlanta, GA 30319 and Frontier Communications Northwest Inc., a Washington corporation and Citizens Telecommunications Company of Idaho, a Delaware corporation, (collectively "Frontier"), with office at 401 Merritt 7, Norwalk, CT 06851 (Frontier and AT&T Mobility may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Telecommunications Act of 1996, Frontier and AT&T Mobility hereby agree as follows:

1. The Agreement

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the

assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and AT&T Mobility.

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until January 1, 2017 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either AT&T Mobility or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

2.3 If either AT&T Mobility or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either AT&T Mobility or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between AT&T Mobility and Frontier; or, (b) the date one (1) year after the proposed date of termination.

2.4 If either AT&T Mobility or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither AT&T Mobility nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Two-Way Wireless Attachment

Wireless - 911 Attachment

Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Idaho, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within one hundred and twenty (120) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.6.1 Notwithstanding Section 4.6 above, to the extent Frontier is required by a change in Applicable Law to provide to AT&T Mobility a Service that is not offered under this Agreement to AT&T Mobility, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be negotiated by the Parties in the absence of an applicable tariff or , as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Frontier be required to provide any such Service in the absence of an amendment.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Frontier is not required by Applicable Law to provide any Service, payment or benefit, otherwise required

to be provided to AT&T Mobility hereunder, then Frontier may discontinue the provision of any such Service, payment or benefit, pursuant to a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, a Party may assign this Agreement, or any portion thereof, without consent to an affiliate, as defined in 47 U.S.C. 153(1). Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

6. Assurance of Payment

6.1 Upon request by Frontier, AT&T Mobility shall, at any time and from time to time, provide to Frontier adequate assurance of payment of amounts due (or to become due) to Frontier hereunder.

6.2 Assurance of payment of charges may be requested by Frontier if AT&T Mobility (a) prior to the Effective Date, has failed to timely pay a bill rendered to AT&T Mobility by Frontier or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to AT&T Mobility by Frontier or its Affiliates, (c) in Frontier's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Frontier as the beneficiary thereof and otherwise in form and substance satisfactory to Frontier from a financial institution acceptable to Frontier. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Frontier, for the Services to be provided by Frontier to AT&T Mobility in connection with this Agreement. If AT&T Mobility meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Frontier or a Frontier Affiliate in any twelve (12)-month period, Frontier may, at its option, demand (and AT&T Mobility shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Frontier, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Frontier may (but is not obligated to) draw on the letter of credit upon notice to AT&T Mobility in respect of any amounts to be paid by AT&T Mobility hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Frontier draws on the letter of credit, upon request by Frontier, AT&T Mobility shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Frontier makes a request for assurance of payment in accordance with the terms of this Section, then Frontier shall have no obligation thereafter to perform under this Agreement until such time as AT&T Mobility has provided Frontier with such assurance of payment.

6.9 The fact that a letter of credit is requested by Frontier hereunder shall in no way relieve AT&T Mobility from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Frontier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state(s) of Washington and Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 AT&T Mobility represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware,

and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 AT&T Mobility Certification.

Notwithstanding any other provision of this Agreement, Frontier shall have no obligation to perform under this Agreement until such time as AT&T Mobility has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Washington. AT&T Mobility shall not place any Orders under this Agreement until it has obtained such authorization. AT&T Mobility shall provide proof of such authorization to Frontier upon request.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.3 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.4 All charges for services billed under this agreement that are not billed according to a specific tariff, shall be billed within one (1) year from the time the charges was incurred; previously unbilled charges more than one (1) year from the time the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. In addition, the Parties shall not dispute charges for services dated more than 12 months from the date the service was billed. If the charged Party does submit a dispute for charges billed after 12 months from the date of the invoice, the billing Party has no responsibility to research such dispute or provide any adjustment for those services billed. All services billed under a Frontier tariff shall follow the rules and regulations of such tariff and are not subject to this Section 9.5.

10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement;

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and

10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.2 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. This Section Intentionally Left Blank

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the

non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Frontier, AT&T Mobility shall provide to Frontier forecasts regarding the Services that AT&T Mobility expects to purchase from Frontier, including, but not limited to, forecasts regarding the types and volumes of Services that AT&T Mobility expects to purchase and the locations where such Services will be purchased.

17. Fraud

AT&T Mobility assumes responsibility for all fraud associated with its Customers and accounts. Frontier shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to AT&T Mobility's account in cases of, fraud by AT&T Mobility's Customers or other third parties. Frontier assumes responsibility for all fraud associated with its Customers and accounts. AT&T Mobility shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Frontier's account in cases of, fraud by Frontier's Customers or other third parties.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death,

damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the

right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 AT&T Mobility shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, AT&T Mobility shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence and in the aggregate. AT&T Mobility may use any combination of primary and excess to meet required limits

21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence. AT&T Mobility may use any combination of primary and excess to meet required limits.

21.1.3 This Section Intentionally Left Blank

21.1.4 Excess Liability Insurance, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence and in the aggregate.

21.1.5 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $1,000,000

per occurrence. AT&T Mobility may self insure where filed and approved by state regulators.

21.1.6 All risk property insurance on a full replacement cost basis for all of AT&T Mobility's real and personal property located at any Collocation site or otherwise located on or in any Frontier premises (whether owned, leased or otherwise occupied by Frontier), facility, equipment or right-of-way. AT&T may self insure this coverage.

21.2 Any self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Frontier pursuant to Sections 21.4 and 21.5, . All Retentions shall be the responsibility of AT&T Mobility.

21.3 AT&T Mobility shall include Frontier and Frontier's Affiliates as additional insureds on the general liability, auto liability and excess liability insurance policies .

21.4 AT&T Mobility shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, AT&T Mobility's insurance policies, and at such other times as Frontier may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Frontier. The certificates or other proof of the foregoing insurance shall be sent to: Director-Carrier Services, 63 Stone Street, Rochester, NY 14604.

21.5 AT&T Mobility shall endeavor or to require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Frontier or Frontier's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Frontier certificates or other adequate proof of such insurance acceptable to Frontier in accordance with Section 21.4.

21.6 Failure of AT&T Mobility or AT&T Mobility's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.

21.7 AT&T Mobility shall provide at least thirty (30) days advanced written notice to Frontier of any cancellation or non renewal of any required coverage that is not replaced.

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct,

vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

22.4 AT&T Mobility agrees that the Services provided by Frontier hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Frontier and Frontier's vendors. Frontier agrees to advise AT&T Mobility, directly or through a third party, of any such terms, conditions or restrictions that may limit any AT&T Mobility use of a Service provided by Frontier that is otherwise permitted by this Agreement. At AT&T Mobility's written request, to the extent required by Applicable Law, Frontier will use Frontier's best efforts, as commercially practicable, to obtain intellectual property rights from Frontier's vendor to allow AT&T Mobility to use the Service in the same manner as Frontier that are coextensive with Frontier's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Frontier has obtained Frontier's intellectual property rights. AT&T Mobility shall reimburse Frontier for the cost of obtaining such rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:

25.5.1 under Sections 20, Indemnification, or 41, Taxes.

25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

25.5.3 This Section Intentionally Left Blank;

25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

25.7 This Section Intentionally Left Blank

26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. AT&T Mobility and Frontier will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten business (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,

26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Frontier's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) calendar days in advance of such change, and shall use

reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) calendar days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, and

29.1.3 shall be delivered to the following addresses of the Parties:

To AT&T Mobility:

AT&T Mobility
1 AT&T Way
Room 4A105
Bedminster, NJ 07921
Attn: Director Financial Analysis
Phone: 908-234-3707
Email: dh6491@att.com

With copy to:

AT&T Services, Inc.
Legal Department
208 S. Akard Street
Dallas, TX 75202
Attn: Interconnection Agreement Counsel
Fax: 214-746-2214

To Frontier:

Director-Business Operations - Carrier Services
Frontier Communications
63 Stone Street
Rochester, NY 14604
Phone: 585-777-5131
Email: Roderick.cameron@ftr.com

With a copy to:

Frontier Communications
Attn: VP & Deputy General Counsel
2378 Wilshire Blvd
Mound, MN 55364
Phone: 952-491-5564
Email: Kevin.Saville@ftr.com

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

AT&T Mobility shall notify Frontier, by written notice pursuant to this Section 29, of any changes in the addresses or other AT&T Mobility contact information identified under Section 29.1.3 above.

30. Ordering and Maintenance

AT&T Mobility shall use Frontier's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Frontier has not yet deployed an electronic capability for AT&T Mobility to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Frontier, AT&T Mobility shall use such other processes as Frontier has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

31.1 Frontier shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

31.2 AT&T Mobility shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for AT&T Mobility Customers

32.1 AT&T Mobility shall establish telephone numbers and mailing addresses at which AT&T Mobility Customers may communicate with AT&T Mobility and shall advise AT&T Mobility Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by Frontier, Frontier shall have no obligation, and may decline, to accept a communication from a AT&T Mobility Customer,

including, but not limited to, a AT&T Mobility Customer request for repair or maintenance of a Frontier Service provided to AT&T Mobility.

33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 This Section Intentionally Left Blank; and

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Idaho pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Frontier or third party guides, practices or

handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of any statute, regulation, decision or order upon which this Agreement and any provision of this Agreement is based (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 AT&T Mobility acknowledges AT&T Mobility has been advised by Frontier that it is Frontier's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

39. Successors and Assigns

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

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

41.3 This Section Intentionally Left Blank

41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the

Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.5 Liability for Uncollected Tax, Interest and Penalty.

41.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority. Neither Party shall initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed Taxes associated with charges for Services provided under this Agreement that were provided more than twelve (12) months from the end of the calendar month in which the associated Services are rendered. This section does not apply to services billed pursuant to either Parties tariff.

41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.

41.5.5 This Section Intentionally Left Blank

41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Frontier:

Frontier Communications
Tax Department
63 Stone Street
Rochester, NY 1460

To AT&T Mobility:

Executive Director – Tax
Rm 2B118G
1 AT&T Way
Bedminster, NJ 07921

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Frontier shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Frontier, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate AT&T Mobility's ability to provide service using certain technologies. Nothing in this Agreement shall limit Frontier's ability to modify its network through the incorporation of new equipment or software or otherwise. AT&T Mobility shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

43.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Idaho. Frontier shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide AT&T Mobility with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by AT&T Mobility of any rights it may have under Section 252(i) results in the rearrangement of Services by Frontier, AT&T Mobility shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Frontier Services.

47. This Section Intentionally Left Blank

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to AT&T Mobility.

50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may with thirty (30) days prior written notice to AT&T Mobility terminate any provision of this Agreement that provides for the payment by Frontier to AT&T Mobility of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Frontier to AT&T Mobility. Following such termination, except as otherwise agreed in writing by the Parties, Frontier shall be obligated to provide compensation to AT&T Mobility related to traffic only to the extent required by Applicable Law. If Frontier exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Frontier in writing in its

sole discretion, Frontier shall be obligated to provide compensation to AT&T Mobility related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Frontier's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility

By: _____

Printed: David Handal

Title: Carrier Relations Director

Frontier Communications Northwest Inc. and Citizens Telecommunications Company of Idaho

By: _____

Printed: Michael Daniel

Title: SVP, Carrier Sales and Services

GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151, et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent.

An agent or servant.

2.4 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.5 ALI (Automatic Location Identification) Database.

The emergency services (E-911) database managed by Frontier that contains company ID, Call Back Number, pANI number, and other information used to process caller location records.

2.6 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 1 of the Additional Services Attachment.

2.7 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

2.8 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.9 Business Day.

Monday through Friday, except for holidays observed by Frontier.

2.10 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.11 Calendar Year.

January through December.

2.12 Call Back Number.

A number used by the PSAP to re-contact the location from which the 911/E-911 call was placed. The number may or may not be the number of the station used to originate the 911/E-911 Call.

2.13 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.14 Cell Sector.

A geographic area defined by AT&T Mobility (according to AT&T Mobility's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.15 Cell Site.

The AT&T Mobility's fixed radio transmitting and receiving facilities for carrying wireless traffic from/to the AT&T Mobility Wireless End User.

2.16 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched

telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.17 Central Office Switch.

A switch used to provide Telecommunications Services, including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

2.18 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.19 This Section Intentionally Left Blank

Any Local Exchange Carrier other than Frontier that is operating as a Local Exchange Carrier in the territory in which Frontier operates as an ILEC in the State of Idaho.

2.20 CLLI Codes.

Common Language Location Identifier Codes.

2.21 CMRS (Commercial Mobile Radio Services).

A radio communications service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. AT&T Mobility is or shortly will become a CMRS provider.

2.22 Commission.

Idaho Public Service Commission

2.23 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.

2.24 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's telephone number.

2.25 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.26 Customer.

A third party residence or business end-user subscriber to services provided by either of the Parties.

2.27 Default PSAP.

The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it is not feasible to route that 911/E-911 Call to the Designated PSAP.

2.28 Designated PSAP.

The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the pANI passed with the 911/E-911 Call.

2.29 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.30 DS1(Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.31 DS3 (Digital Signal Level 3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.32 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

2.33 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.34 ESRD (Emergency Service Routing Digits).

A 10-digit North American Numbering plan that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency call through the network.

2.35 Exchange Access.

Shall have the meaning set forth in the Act.

2.36 [Intentionally Left Blank].

2.37 FCC.

The Federal Communications Commission.

2.38 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound*

Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.39 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.40 This Section Intentionally Left Blank

2.41 Host ALI Record.

A data record resident in the primary i.e., host, ALI system for a PSAP.

2.42 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.43 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.44 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.45 InterLATA Service.

Shall have the meaning set forth in the Act.

2.46 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.47 InterMTA Traffic.

Telecommunications Traffic that at the beginning of the call originates and terminates in different MTA's. Unless a more accurate study method is available, the Parties have agreed to use a factor for the determination of interMTA Traffic by using both the Calling/Called MTA jurisdiction and the JIP/Called MTA jurisdiction. If both methods show the call to be InterMTA the call will be classified as InterMTA. If either the JIP/Called MTA method OR the

Calling/Called method shows IntraMTA it will be classified as IntraMTA. If a traffic study conducted demonstrates that a different interMTA factor is appropriate, the Parties shall so amend the contract, with the new factor to apply from the Effective Date of the amendment forward. The agreed upon factor is located in the Pricing Appendix of this Agreement.

2.48 IntraMTA Traffic.

Telecommunications traffic that at the beginning of the call originates in one MTA and terminates in the same MTA. Unless a more accurate study method is available, the Parties have agreed to use a factor for the determination of interMTA Traffic by using both the Calling/Called MTA jurisdiction and the JIP/Called MTA jurisdiction. If both methods show the call to be InterMTA the call will be classified as InterMTA. If either the JIP/Called MTA method OR the Calling/Called method shows IntraMTA it will be classified as IntraMTA. If a traffic study conducted demonstrates that a different interMTA factor is appropriate, the Parties shall so amend the contract, with the new factor to apply from the Effective Date of the amendment forward. The agreed upon factor is located in the Pricing Appendix of this Agreement.

2.49 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.50 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.51 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.52 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.53 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Frontier and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.54 This Section Intentionally Left Blank

2.55 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.57 [Intentionally Left Blank].

2.58 MTA (Major Trading Area).

Major Trading Area as defined by the FCC Regulations, Part 24.202(a).

2.59 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4 digit line number.

2.60 NCAS.

Non-Call Path Associated Signaling.

2.61 911/E-911 Call(s).

Call(s) made by AT&T Mobility end user by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

2.62 911/E-911 Service Provider.

An entity authorized to provide E-911 network and database services within a particular jurisdiction.

2.63 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.65 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.66 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.67 PAM Protocol.

The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

2.68 pANI (Pseudo Automatic Number Identification).

A non-dialable telephone number used to support routing of wireless 911/E-911 Calls to a PSAP. pANI may identify a wireless cell, Cell Sector or PSAP to which the call should be routed. pANI is also known as routing number, Emergency Service Routing Digits (ESRD) and Emergency Service Routing Key (ESRK).

2.69 Phase II.

Shall have the meaning stated in Report and Order and Further Notice of Proposed Rulemaking, In the Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket 94-102, RM-8143 (rel. July 26, 1996).

2.70 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Two-Way Wireless Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Frontier's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Wire Center or Frontier End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a AT&T Mobility Wire Center, AT&T Mobility switch or any portion of a transport facility provided by Frontier to AT&T Mobility or another party between (x) a Frontier Wire Center or switch and (y) the Wire Center or switch of AT&T Mobility or another party.

2.71 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.72 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.73 PSAP.

Public Safety Answering Points.

2.74 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.75 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.76 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.77 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Two-Way Wireless Attachment).

2.78 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network within the same MTA (i.e. intraMTA as defined in Section 2.48 above),. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) InterMTA Traffic, as defined in Section 2.47 above ; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) tandem transit traffic; or, (5) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); .

2.79 Routing Number.

The number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing

Number.

2.80 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.81 Service.

Any Interconnection arrangement, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.82 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Frontier and AT&T Mobility currently utilize this out-of-band signaling protocol.

2.83 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Exchange Access. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.84 Tandem Switch.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

2.85 Tariff.

2.85.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; or

2.85.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Frontier Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.86 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research,

Inc. (Bellcore).

2.87 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.88 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.89 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.90 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.91 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.92 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.93 This Section Intentionally Left Blank

2.94 This Section Intentionally Left Blank

2.95 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Offices Switches and related facilities.

ADDITIONAL SERVICES ATTACHMENT

1. Voice Information Service Traffic

1.1 For purposes of this Section 1, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Two-Way Wireless Attachment.

TWO-WAY WIRELESS ATTACHMENT

1. General

Frontier shall provide to AT&T Mobility, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Frontier's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Wire Center or Frontier End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a AT&T Mobility Wire Center, AT&T Mobility switch or any portion of a transport facility provided by Frontier to AT&T Mobility or another party between (x) a Frontier Wire Center or switch and (y) the Wire Center or switch of AT&T Mobility or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Points of Interconnection.

Each Party, at its own expense, shall provide transport facilities to the technical feasible Points(s) of Interconnection on Frontier's network in a LATA selected by AT&T Mobility.

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Type 2A Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Tandem Transit Traffic, all in accordance with Sections 5 through 8 of this Attachment Type 2A arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

2.2.1.2 Type 2B Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, all in accordance with Sections 5 through 8 of this Attachment. Type 2B arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

2.2.1.3 Access Toll Connecting Trunks for the transmission and routing of interexchange Access traffic and AT&T Mobility

InterMTA Traffic, including InterLATA toll free service access code (e.g., 800/888/877) traffic, between AT&T Mobility Customers and purchasers of Switched Exchange Access Service via a Frontier Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 9 through 11 of this Attachment.

2.2.1.4 Auxiliary Connections to a Frontier End Office used on a one-way basis by AT&T Mobility for access to services provided by Frontier pursuant to a Frontier Tariff including, but not limited to, basic 911, operator services and directory assistance. Any use of an Auxiliary Connection other than as specified in this Agreement is outside the scope of this Agreement and such usage is subject to charges associated with the services for which such Auxiliary Connection is used by AT&T Mobility. SS7 signaling may not be available with a Frontier Auxiliary Connection.

2.2.1.4.1 Where feasible, Frontier and AT&T Mobility will use commercially reasonable efforts to replace Auxiliary Connections with Type 2A or 2B Interconnection Trunks.

2.2.1.5 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to, (1) choke trunks for traffic congestion and testing; (2) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks, Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks) or Trunks for 500/555 traffic.

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2.2.4 AT&T Mobility shall establish, at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Frontier Tandem in a LATA with a subtending End Office(s) to which AT&T Mobility originates calls for Frontier to terminate. Nothing in this paragraph, nor anything in any other portion of the agreement, shall require the Parties to modify their current interconnection arrangements. New POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties.

2.2.5 In the event the traffic volume between a Frontier End Office and a technically feasible Point of Interconnection on Frontier's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS1 at any time and/or 200,000 minutes of use for a single month: if Two-Way Interconnection Trunks are used, then AT&T Mobility shall promptly submit an ASR to Frontier to establish new or augment existing End Office Two-Way

Interconnection Trunk group(s) between that Frontier End Office and the technically feasible Point of Interconnection on Frontier's network.

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2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Frontier and AT&T Mobility, AT&T Mobility, at its own expense, shall:

2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA; and/or

2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA (a) from a third-party, or, (b) if Frontier offers such transport pursuant to this Agreement or an applicable Frontier Tariff, from Frontier.

2.4.2 When AT&T Mobility orders Facilities from Frontier, AT&T shall be responsible for 70% of the recurring and non-recurring two-way facility and Frontier will be responsible for 30% of the recurring and non-recurring two-way facility. Up to two (2) times per year the Parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage and formalize any change with an amendment to this Agreement. Any change to the relative use factor will, pursuant to this Section 2.4.2 will be based on intraMTA traffic only. InterMTA traffic and transit traffic will not be taken into account when determining the relative usage on any two-way facility. The Parties agree, AT&T will bill Frontier for the portion of the facilities Frontier is responsible for.

2.4.3 Prior to establishing any Two-Way Interconnection Trunks, AT&T Mobility shall meet with Frontier to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

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2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.7 With respect to End-Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Second (Hundred Call Second) equal to five (5).

2.4.8 Two-Way Interconnection Trunk groups that connect to a Frontier access Tandem shall be engineered using a design-blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Frontier local Tandem shall be engineered using a design-blocking objective of Neal Wilkinson B.01 during the average time consistent busy hour. Frontier and AT&T Mobility shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR-2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design-blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 AT&T Mobility shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design-blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. AT&T Mobility shall order Two-Way Interconnection Trunks by submitting ASRs to Frontier setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Frontier's effective standard intervals or negotiated intervals, as appropriate. AT&T Mobility shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.

2.4.11 Frontier may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design-blocking objective. If Frontier observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and AT&T Mobility has not notified Frontier that it has corrected such blocking, Frontier may submit to AT&T Mobility a Trunk Group Service Request directing AT&T Mobility to remedy the blocking. Upon receipt of a Trunk Group Service Request, AT&T Mobility will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Frontier within five (5) Business Days.

2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T Mobility will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization

level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T Mobility will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event AT&T Mobility fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Frontier may bill AT&T Mobility for the excess Interconnection Trunks at the applicable Frontier rates.

2.4.13 Because Frontier will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and AT&T Mobility's network, Frontier's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.14 AT&T Mobility will route its traffic to Frontier over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP 000191, including but not limited to those standards requiring that a call from AT&T Mobility to a Frontier End Office will first be routed to the End Office Interconnection Trunk group between AT&T Mobility and the Frontier End Office.

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4. Initiating Interconnection

4.1 If AT&T Mobility determines to offer Telephone Exchange Services and to interconnect with Frontier in any LATA in which Frontier also offers Telephone Exchange Services, and in which the Parties are not already interconnected pursuant to this Agreement, AT&T Mobility shall provide written notice to Frontier of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Frontier's network to be established in the relevant LATA, in accordance with this Agreement; (c) AT&T Mobility's intended Interconnection activation date; and (d) a forecast of AT&T Mobility's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Frontier shall reasonably request in order to facilitate Interconnection.

4.3 The Interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of the AT&T Mobility's notice provided for in Section 4.1 of this Attachment, Frontier and AT&T Mobility shall confirm the technically feasible Point of Interconnection on Frontier's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 If AT&T Mobility wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if AT&T Mobility orders the multiplexed DS3 facilities to a Frontier Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing AT&T Mobility traffic to Frontier, the subtending arrangements between Frontier Tandem Switches and Frontier End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Frontier maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Frontier Tandem subtended by the terminating End Office serving the Frontier Customer according to the Local Exchange Routing Guide (LERG)). AT&T Mobility shall route Frontier traffic in the same manner AT&T Mobility routes its own or other carriers' traffic.

5.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Trunking Measurement and Billing Over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

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6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the applicable rate for each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the rate applicable to each relevant minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine IntraMTA Traffic and InterMTA Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN unless the Parties agree that other rates should apply to such traffic.

6.2 The receiving Party shall bill the originating Party the applicable rate to each relevant minute of traffic for which CPN is passed. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

6.3 Each Party reserves the right to audit all traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation

The Parties shall exchange Reciprocal Compensation Traffic (IntraMTA Traffic) at bill and keep in accordance with the Pricing Attachment to this Agreement. .

7.2 Traffic Not Subject to Reciprocal Compensation.

7.2.1 Reciprocal Compensation shall not apply to InterMTA Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

7.2.2 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.2.3 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.2.4 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.2.5 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

7.3 Transition and Implementation. If any existing interconnection arrangements between the Parties are not in compliance with the requirements of this Agreement, AT&T Mobility will use commercially reasonable efforts to bring all such arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement or within whatever other period is mutually agreed to by the Parties.

8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and InterMTA Traffic shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by AT&T Mobility to Frontier, AT&T Mobility shall pay Frontier the same amount that such third party carrier would have been obligated to pay Frontier for termination of that traffic at the location the traffic is delivered to Frontier by AT&T Mobility.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

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12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on AT&T Mobility's network, and is transported through a Frontier Tandem to the Central Office of a CMRS, ILEC other than Frontier, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Frontier Tandem to which AT&T Mobility delivers such traffic. Neither the originating nor terminating Customer is a Customer of Frontier. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides AT&T Mobility with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. AT&T Mobility shall deliver each Tandem Transit Traffic call to Frontier with CCS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of CLASS Features and billing functions.

12.4 AT&T Mobility shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CMRS, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Frontier's Tandem Office.

12.5 AT&T Mobility shall pay Frontier for Transit Service that AT&T Mobility originates at the rate specified in the Pricing Attachment. Payment of any terminating charges (access or otherwise) is the responsibility of AT&T Mobility.

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12.7 This Section Intentionally Left Blank.

12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Telephone Exchange Service traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers Areas and Rating Points

13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers Areas and Rating Points corresponding to such NXX codes.

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Except as expressly set forth herein, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, AT&T Mobility shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Frontier within the LATA and Tandem serving area. AT&T Mobility shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise

ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

13.4 AT&T Mobility will also designate a Routing Point for each assigned NXX code. AT&T Mobility shall designate one location for each Rate Center Area in which the AT&T Mobility has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, subsequent NXXs of AT&T Mobility will be routed in the same manner as AT&T Mobility's initial NXXs.

13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain AT&T Mobility's choices regarding the size of the local calling area(s) that AT&T Mobility may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Frontier's local calling areas.

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Frontier's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection Services will be engineered using a design-blocking objective of B.01.

14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.3 disaster recovery provision escalations;

14.1.4 additional technically feasible Points of Interconnection on Frontier's network in a LATA as provided in Section 2 of this Attachment; and

14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Trunk Forecasting Requirements.

14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, AT&T Mobility shall provide Frontier a two (2)-year traffic forecast that complies with the Frontier Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Frontier over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.

14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, AT&T Mobility shall provide a new or revised traffic forecast that complies with the Frontier Interconnection Trunking Forecast Guide when AT&T Mobility develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) AT&T Mobility plans to deploy a new switch; (ii) AT&T Mobility plans to implement a new POI or network architecture; (iii) AT&T Mobility plans to rearrange its network; (iv) AT&T Mobility plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (v) AT&T Mobility expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.

14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement are not binding on AT&T Mobility or Frontier.

COLLOCATION ATTACHMENT

1. Frontier's Provision of Collocation

Frontier shall provide to AT&T Mobility, in accordance with this Agreement, Frontier's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating AT&T Mobility's interconnection with Frontier under 47 U.S.C. § 251(c)(2); provided, that notwithstanding any other provision of this Agreement or a Tariff, Frontier shall be obligated to provide Collocation to AT&T Mobility only to the extent required by Applicable Law and may decline to provide Collocation to AT&T Mobility to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Frontier to provide (and, for the avoidance of any doubt, Frontier may decline to provide and/or cease providing) Collocation that, if provided by Frontier, would be used by AT&T Mobility to obtain unbundled access to any network element: (a) that Frontier is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Frontier is not required to unbundle under 47 C.F.R. Part 51.

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing the 3–digit universal telephone number "911" on a wireless handset. Frontier provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Frontier interface point(s) and the ALI Database as necessary for 911/E-911 Calls in areas where Frontier is the designated 911/E-911 Service Provider in the State.

1.2 The terms and conditions of this Section apply to the provision of 911/E-911 Services by Frontier to AT&T Mobility for CMRS services in the State and do not apply to Fixed Wireless Services or any other services. Notwithstanding any other provision of this Section or otherwise, these provisions shall apply only in those jurisdictions in which Frontier is the designated 911/E-911 Service Provider at such time as AT&T Mobility notifies Frontier that it has received notification from the Controlling 911 Authority to begin providing Phase II wireless services within the jurisdiction and only so long as Frontier remains the designated 911/E-911 Service Provider therein.

1.3 Frontier shall have no obligation to provide 911/E-911 Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.

1.4 Frontier shall make the following information available to AT&T Mobility to the extent permitted by Applicable Law. Such information is provided at the Frontier Partners Solutions website (formerly referred to as the Frontier wholesale website) or at such other site with respect to which Frontier provides notice:

1.4.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Frontier is the designated 911/E-911 Service Provider;

1.4.2 a listing of appropriate Frontier contact telephone numbers and organizations that currently have responsibility for operations and support of Frontier's 911/E-911 network and ALI Database systems; and

1.4.3 where Frontier maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State, were AT&T Mobility is providing CMRS services, provided that Frontier is permitted to do so by the Controlling 911 Authority.

2. ALI Database

2.1 Information regarding the ALI Database is provided at the Frontier North Central website or at such other site with respect to which Frontier provides notice.

2.2 Frontier will:

2.2.1 store AT&T Mobility pANI records in the ALI Database.

2.2.2 provide AT&T Mobility access to the Frontier ALI Database for the initial loading and updating of AT&T Mobility pANI records in accordance with information contained in the Frontier Partners Solutions website (formerly referred to as the Frontier wholesale website) or at such other site with respect to which Frontier provides notice; and

2.2.3 provide AT&T Mobility an error and status report based on updates to the ALI Database received from AT&T Mobility.

2.3 AT&T Mobility will:

2.3.1 provide the MSAG valid E-911 data for the initial loading of, and any and all updates to, AT&T Mobility pANI records in the ALI Database;

2.3.2 utilize the appropriate Frontier electronic interface to update its pANI records (and database information in the ALI Database shall conform to Frontier standards, which are provided at the Frontier Partners Solutions website (formerly referred to as the Frontier wholesale website) or at such other site with respect to which Frontier provides notice);

2.3.3 use its company ID on all AT&T Mobility pANI records in accordance with NENA standards;

2.3.4 correct any errors that occur during the entry of E-911 data and pANI records in the ALI Database.

2.4 In the event AT&T Mobility uses an Agent to input its pANI records to the ALI Database through the appropriate Frontier electronic interface, AT&T Mobility must provide a Letter of Authorization, in a form acceptable to Frontier, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

3.1 AT&T Mobility may, in accordance with Applicable Law, interconnect to the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). Frontier will designate interface point(s), e.g., digital cross connect systems (DCS), where AT&T Mobility may interconnect with Frontier for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which AT&T Mobility provides CMRS services.

3.2 In order to interconnect with Frontier for the transmission and routing of 911/E-911 Calls, AT&T Mobility shall:

3.2.1 interconnect with each Frontier 911/E-911 Tandem Office/Selective Router or Frontier interface point that serves the areas in which AT&T Mobility is authorized to and will provide CMRS service;

3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from each AT&T Mobility switch to each designated Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) using SS7 signaling where available, as necessary;

3.2.3 provide sufficient trunks and facilities to route 911/E-911 Calls from AT&T Mobility to the designated Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). AT&T

Mobility is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;

3.2.4 determine the proper quantity of trunks and facilities from its switch(es) to the designated Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s);

3.2.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;

3.2.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the AT&T Mobility traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, AT&T Mobility shall order or otherwise provide adequate additional trunks and/or facilities;

3.2.7 promptly test all 911/E-911 trunks and facilities between the AT&T Mobility network and the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) to assure proper functioning of 911/E-911 arrangements. AT&T Mobility agrees that it will not transmit or route live 911/E-911 Calls until successful testing is completed; and

3.2.8 isolate, coordinate and restore all 911/E-911 network maintenance problems in its switch(es) or in its facilities or trunks interconnected with Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface points. AT&T Mobility will advise Frontier of the circuit identification when notifying Frontier of a failure or outage.

4. 911/E-911 General

4.1 Frontier and AT&T Mobility will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements.

4.2 AT&T Mobility will compensate Frontier for provision of its 911/E-911 Services pursuant to the Pricing Attachment.

4.3 AT&T Mobility and Frontier will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.

4.4 AT&T Mobility is responsible to collect and remit any applicable surcharges from its end user in accordance with Applicable Law.

4.5 AT&T Mobility will provide notice to Frontier of the Default PSAP designated by the Controlling 911 Authority for routing 911/E-911 Calls in the event it is not feasible to route such 911/E-911 Calls to the Designated PSAP.

5. Phase II Wireless Arrangements

5.1 The following services may be used by AT&T Mobility, where available, in order to comply with the FCC's rules and regulations regarding Phase II wireless implementation.

5.2 Non-Call Path Associated Signaling (NCAS).

5.2.1 Where AT&T Mobility forwards a 911/E-911 Call to the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s), AT&T Mobility shall pass the pANI for that 911/E -911 Call.

5.2.2 Routing of 911/E-911 Calls will be based on the pANI delivered with the 911/E-911 Call, or at Frontier's discretion, the location coordinates obtained during call setup. Where feasible, Frontier will route the 911/E-911 Call and pass its corresponding pANI to the Designated PSAP. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to the PSAP trunks being busy or out of service, Frontier will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to a failure in delivery of the pANI, Frontier will route the call to a Default PSAP designated by the Controlling 911 Authority. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.2.3 Upon receipt of a PSAP query to the ALI Database to obtain the Call Back Number and Phase II location information for a 911/E-911 Call, provided by AT&T Mobility, the ALI Database shall route the query to the AT&T Mobility-controlled or third party database designated by AT&T Mobility.

5.2.4 The ALI Database shall then automatically receive from the AT&T Mobility-controlled or third party database the Call Back Number and Phase II location information as provided by the CMRS associated with the 911/E-911 Call.

5.2.5 The ALI Database shall then automatically transmit the data received from the AT&T Mobility-controlled or third party database to the PSAP.

5.2.6 AT&T Mobility will terminate at least two data circuits from the AT&T Mobility-controlled or third party database to each ALI Database.

5.2.7 Frontier shall place the necessary CSU/DSU at each ALI Database to receive the data provided by AT&T Mobility.

5.2.8 AT&T Mobility shall provision its AT&T Mobility-controlled or third party databases such that the exchange of data between these AT&T Mobility-controlled or third party databases and the ALI Database shall use the PAM Protocol or other agreed upon interface.

PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.2 or 1.3 of this Attachment, shall be negotiated between the Parties. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Frontier is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date") or the Commission has reserved the right to develop a charge on behalf of Frontier and/or other Carriers. When Frontier finishes developing such a Charge, Frontier shall notify AT&T Mobility in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill AT&T Mobility, and AT&T Mobility shall pay to Frontier, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Frontier agrees to provide AT&T Mobility 160 day's notice to prior to billing AT&T Mobility for such charge. Any notice provided by Frontier to AT&T Mobility pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Frontier sends such notice to AT&T Mobility and thereafter.

2. This Section Intentionally Left Blank

3. AT&T Mobility Prices

Notwithstanding any other provision of this Agreement, the Charges that AT&T Mobility bills Frontier for AT&T Mobility's Services shall not exceed the Charges for Frontier's comparable Services, except to the extent that AT&T Mobility's cost to provide such AT&T Mobility Services to Frontier exceeds the Charges for Frontier's comparable Services and AT&T Mobility has demonstrated such cost to Frontier or, at Frontier's request, to the Commission or the FCC.

APPENDIX A TO THE PRICING ATTACHMENT

(IDAHO)
v1.1

Rates and Charges for Transport and Termination of Traffic

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **Bill and Keep**

Reciprocal Compensation Traffic Tandem Rate: **Bill and Keep**

B. The Tandem Transit Service Charge is **$0.0020 per minute of use for:**

Frontier Communications Northwest Inc.

As of the effective date of this Agreeement,* ***Citizens Telecommunications Company of Idaho* *does not operate a tandem. In the event Frontier implements a tandem in this entity the Parties agree to amend the contract to reflect a tandem transiting rate.*

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

D. Two-Way Facility AT&T shall bill Frontier 30% of the cost and Frontier shall bill AT&T 100% of the facility cost in accordance with the Two-Way Wireless Attachment, Section 2.4.2.

E. InterMTA Factor 3%

Pursuant to Section 2.4.2 of the Two-Way Wireless Attachment, the Parties agree to allow for changes to the interMTA Factor two times per year if a traffic study conducted demonstrates that a different interMTA factor is appropriate. The Parties shall so amend the contract with the new factor to apply from the Effective Date of the amendment forward.