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BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7798
Fax 850 224-5073

Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

May 15, 2000

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

000586-7

RE: Approval of the Paging Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Arch Paging, Inc. and Mobile Communications Corporation of America pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Arch Paging, Inc. and Mobile Communications Corporation of America a Commercial Mobile Radio Service Provider are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks. The agreement was negotiated pursuant to sections 251, 252, and 271 of the Act.

Pursuant to sections 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Arch Paging, Inc. and Mobile Communications Corporation of America within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Regulatory - Vice President

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FPSC-RECORDS/REPORTING

TWO-WAY PAGING INTERCONNECTION AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Arch Paging, Inc., and Mobile Communications Corporation of America, ("Arch") Delaware corporations and shall be deemed effective as of April 1, 2000, (the "Effective Date"). This agreement may refer to either BellSouth or Arch or both as a "party" or "parties."

WITNESSETH

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

WHEREAS, Arch is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

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

I. Definitions

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

B. Intermediary function is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Arch through the network of BellSouth.

C. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Arch within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Arch to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Arch in the same LATA in which the call originates. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

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

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

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

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Arch to provide Paging Services in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

The term of this Agreement shall be one year, beginning on the Effective Date and shall automatically renew for additional six (6) month terms unless either party provides written notice of termination to the other party at least sixty (60) days prior to the end of the then-current term. The parties acknowledge, however, that if the FCC's classification of Paging Services providers as telecommunications carriers or the application to such carriers of its rules pertaining to reciprocal compensation are modified either by the FCC through its own action or as a result of judicial decree, then either party may terminate this Agreement upon thirty (30) days notice to the other party.

IV. Local Interconnection and Compensation

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

B. Each party will pay the other the local interconnection rates as set forth in Attachment B-1 for terminating its Local Traffic on the other Party's network. Charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. If Arch is unable to measure traffic in this manner, the charges from Arch for traffic terminating to Arch will be based upon actual usage determined by multiplying the actual number of pages per month times the average hold time per page. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred, previously unbilled charges more than one year old shall not be billed by either party.

C. If after one year under this agreement BellSouth has interconnection agreements with other Carriers containing usage rate(s) for Cellular/PCS/SMR which are different from the usage rate(s) in this agreement and 75% of the other Carriers' usage is subject to a different rate, the parties agree that either party shall have the right to modify the rates in Attachment B-1 to the then current usage rate contained in the Cellular/PCS/SMR interconnection agreements.

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement subject, however, to the sharing of recurring charges for certain transport facilities for Local Traffic as more fully set forth in this section. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on

BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Connectivity shall be established to at least one BellSouth access tandem within every LATA Arch desires to serve, or Arch may elect to interconnect directly at an end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Arch implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The parties acknowledge, however, that with respect to such facilities that run from BellSouth's tandem or end office to Arch's first switch or terminal as the case may be, in the same LATA as the interconnected BellSouth tandem or end office, the applicable recurring charges for such facilities will be shared by the parties with BellSouth responsible for 87% of the facility charges and Arch responsible for 13% of the facility charges, except that BellSouth shall only share the cost of the first 25 miles of interoffice facilities, with Arch responsible for all other interoffice charges. Sharing of recurring facility charges shall apply to activated trunks only. Arch shall be and remain solely responsible for all installation and other nonrecurring charges for such facilities.

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

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section such that, where appropriate, each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Arch as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to

Arch's Mobile Telephone Switching Offices within BellSouth's service territory, and Arch will provide or bear the cost of all trunk groups for the delivery of traffic from Arch to each BellSouth access tandem and end office at which the parties interconnect.

E. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

F. The ordering and provision of all services purchased from BellSouth by Arch shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VI. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

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

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by Arch is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BellSouth will bill Arch and Arch shall pay a \$.002 per minute intermediary charge in addition to any charges that BellSouth may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section,

and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Arch shall be subject to Non-Local Intermediary Charges. None of the Non-Local Traffic delivered to Arch by BellSouth shall be subject to the Non-Local Intermediary Charges.

VII. Provision of Network Elements

A. BellSouth shall, upon request of Arch, and to the extent technically feasible, provide to Arch access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Arch for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Arch will pay BellSouth the cost associated with the bona fide request if Arch cancels the request or fails to purchase the service once completed. Arch shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements.

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

BellSouth will provide to Arch, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Arch recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Arch recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Arch to the emergency agency designated by Arch for such calls. Arch will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Arch recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and

agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Arch desires to implement and to permit Arch to comply with applicable regulatory requirements.

X. Directory Listings

A. Subject to execution of an agreement between Arch and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Arch's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Arch's subscribers.

B. Upon Arch's request, BellSouth will include Arch's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Arch to maintain the Directory Assistance database. The parties will cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. Upon Arch's request, BellSouth will provide Arch a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Arch will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Arch's directory listing information the same level of confidentiality which BellSouth and BAPCO accords BellSouth's own directory listing information, and BellSouth shall limit access to Arch's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XI. Access to Telephone Numbers

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

XII. Local Number Portability

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

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Arch use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

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

XIV. Network Design and Management

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

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

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

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

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

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

XV. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of billed usage for a minimum of nine months. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year.

B. Should Arch in the future provide toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Arch. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of Local Interconnection, the PIU factor will be

used for application and billing of interstate and intrastate access charges, as appropriate.

C. If BellSouth or Arch modifies the rates for terminating traffic as explained in Section IV. C., the other party shall have the right to audit such rate modification to determine whether 75% of local traffic is subject to the modified rate. Should the audit demonstrate that less than 75% of the local traffic is subject to the modified rate, the Party modifying the rate shall immediately reinstate the rates previously charged and reimburse the other Party for reasonable costs incurred in conducting such audit.

XVI. Liability and Indemnification

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

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Arch.

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

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of providing services provided pursuant to this Agreement.

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

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

G. Neither party assumes liability for the accuracy of the data provided to it by the other party.

H. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

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

J. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

K. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVII. More Favorable Provisions

A. The parties agree that if ---

1. the FCC or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules, or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case,

upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation, or preemption.

The revised agreement shall have the same effective date as the initial FCC or Commission action giving rise to such negotiations. The rates, terms, and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation, or preemption.

B. In the event that BellSouth, either before or after the Effective Date, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Arch upon such Other Terms in that state only, which Arch may accept as provided in Part E of this Section. In the event that Arch accepts such offer within sixty (60) days after the Commission, or the FCC, as the case may be, approves such Other Interconnection Agreement pursuant to Section 252 of the Act, or within thirty (30) days after Arch acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to Section 252 of the Act, as the case may be, such Other Terms shall be effective between BellSouth and Arch as of the effective date of such Other Interconnection Agreement or the Effective Date of this Agreement, whichever is later. In the event that Arch accepts such offer more than sixty (60) days after the Commission, or the FCC, as the case may be, approves such Other Interconnection Agreement pursuant to Section 252 of the Act, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to Section 252 of the Act, as the case may be, such Other Terms shall be effective between BellSouth and Arch as of the date on which Arch accepts such offer.

C. In the event that after the Effective Date the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Arch upon such Other Terms, which Arch may accept as provided in Part E of this Section. In the event that Arch accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Arch as of the effective date of such Interconnection Order or the Effective Date of this Agreement, whichever is later. In the event that Arch accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Arch as of the date on which Arch accepts such offer.

D. In the event that after the Effective Date BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Arch upon such Other Terms in that state only, which Arch may accept as provided in Part E of this Section. In the event that Arch accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Arch as of the effective date of such Interconnection Tariff or the Effective Date of this

Agreement, whichever is later. In the event that Arch accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Arch as of the date on which Arch accepts such offer.

E. In the event that BellSouth is deemed to have offered Arch the arrangements covered by this Agreement upon Other Terms, Arch in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any one or more of the following arrangements as described by lettered category:
 - a. local interconnection (including transport and termination),
 - b. interLATA and intraLATA toll traffic interconnection,
 - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or
 - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Arch, shall remain in full force and effect.

F. Corrective Payment. In the event that --

1. BellSouth and Arch revise this Agreement pursuant to Part A of this Section, or
2. Arch accepts a deemed offer of Other Terms pursuant to Part E of this Section,

then BellSouth or Arch, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate in effect from time to time for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVIII. Taxes and Fees

A. Definition. For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated

(including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

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

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

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

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

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

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the ~~existence~~ existence of a lien on the assets of the providing party during the pendency of such

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

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

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

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

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

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

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

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

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall retain ultimate responsibility for determining whether and how to contest

the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

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

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

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

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

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

XIX. Treatment of Proprietary and Confidential Information

A. The parties acknowledge that it may be necessary to provide each other, during the term of this Agreement, with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records, customer proprietary information (CPNI) and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. The parties shall not

disclose any Information received to any person other than as specifically permitted hereunder. Both parties will protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information promptly, and if possible at least seven (7) days prior to its release to the agency; or, 5) information that does not constitute a trade secret or CPNI following two (2) years after termination or expiration of this Agreement.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the FCC or applicable Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

XXI. Limitation of Use

This Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have

the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIII. Assignment

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.

XXIV. Amendment

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

XXV. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXVI. Survival

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

XXVII. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVIII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXIX. Filing of Agreement

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

XXX. Notices

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

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Arch Paging, Inc.
1800 West Park Drive
Suite 100
Westborough, MA 01581-3912
Attn: Dennis M. Doyle,
V. P. Telecom

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

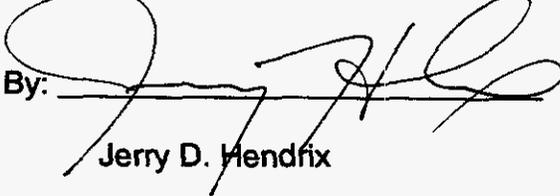
B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall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

XXXI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties

relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: 
Jerry D. Hendrix

Name

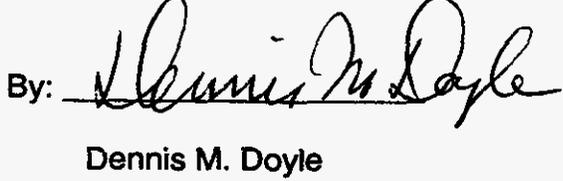
Senior Director

Title

3/20/00

Date

Arch Paging, Inc.

By: 
Dennis M. Doyle

Name

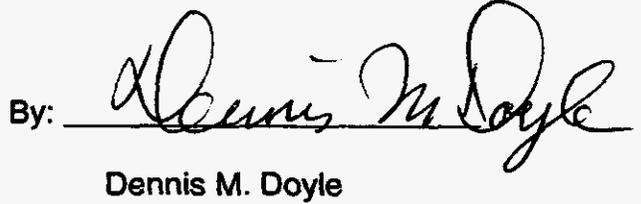
Vice President - Telecomm.

Title

3/24/00

Date

**Mobile Communications Corporation
of America**

By: 
Dennis M. Doyle

Name

Vice President - Telecomm.

Title

3/24/00

Date

Attachment B-1

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

Alabama

Type 1 (End Office Switched): \$.004709
Type 2A (Tandem Switched): \$.004709
Type 2B (Dedicated End Office): \$.0017

Florida

Type 1 (End Office Switched): \$.003776
Type 2A (Tandem Switched): \$.003776
Type 2B (Dedicated End Office): \$.002

Georgia

Type 1 (End Office Switched): \$.004513
Type 2A (Tandem Switched): \$.004513
Type 2B (Dedicated End Office): \$.00160

Kentucky

Type 1 (End Office Switched): \$.005273
Type 2A (Tandem Switched): \$.005273
Type 2B (Dedicated End Office): \$.002562

Louisiana

Type 1 (End Office Switched): \$.003730
Type 2A (Tandem Switched): \$.003730
Type 2B (Dedicated End Office): \$.001599

Mississippi

Type 1 (End Office Switched): \$.009104
Type 2A (Tandem Switched): \$.009104
Type 2B (Dedicated End Office): \$.0026

Attachment B-1

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

North Carolina

Type 1 (End Office Switched):	\$.006758
Type 2A (Tandem Switched):	\$.006758
Type 2B (Dedicated End Office):	\$.004

South Carolina

Type 1 (End Office Switched):	\$.006431
Type 2A (Tandem Switched):	\$.006431
Type 2B (Dedicated End Office):	\$.00221

Tennessee

Type 1 (End Office Switched):	\$.003767
Type 2A (Tandem Switched):	\$.003767
Type 2B (Dedicated End Office):	\$.0019