20.0 INDEMNIFICATION

20.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customers(s) against the other Party arising out of the indemnifying Party's provision of services to the other Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 20 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnifying Party's provision of said services.

20.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

21.0 LIMITATION OF LIABILITY

21.1 The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes,

omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

21.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 20.

21.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s) or contract(s).

22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

22.1 Each Party represents and warrants that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations hereunder (collectively, "Applicable Laws"). Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

22.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 22.3 below.

22.3 The Parties recognize that the FCC has issued the regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement and that certain of those regulations have been stayed. In the event that any one or more of the provisions contained herein is inconsistent with any such effective FCC Regulations, the Parties agree that this Agreement may be amended to make only the minimum revisions necessary to eliminate the inconsistency. Such minimum changes to conform this Agreement to the effective FCC Regulations shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). If Section 51.701 of the FCC's rules is modified or eliminated, the Parties agree to renegotiate Paragraphs 1.36A, 1.37A and 1.44A of this Agreement to redefine the scope of Local Traffic and Toll Traffic under this Agreement.

22.4 In the event any Applicable Laws other than the effective FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws require modification of any non-material terms(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.4 and without limitation the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (y) in the case of (i) above, they will pay each other applicable transport charges in addition to the applicable call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (z) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

23.0 MISCELLANEOUS

23.1 Authorization

23.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of BA.

23.1.2 CO W/B is a limited partnership duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

23.2 Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

23.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

23.4 Confidentiality

23.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or

"Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party

23.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

23.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 23.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

23.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

23.6 Taxes

23.6.1 In General With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law (as defined in subsection 22.1) to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

23.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 23.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

23.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. 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 subsection 23.6.1, 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. If the providing Party does not collect any Tax as required by subsection 23.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate 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. If the purchasing Party fails to pay the Receipts Tax as required by subsection 23.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) 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 such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 23.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain 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. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. 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.

23.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such 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 subsection 23.6.6. 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 (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

23.6.6 Notices for Purposes of this Subsection 23.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this subsection 23.6, 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 subsection 23.10 as well as to the following:

To Bell Atlantic:	Tax Administration Bell Atlantic Network Services, Inc. 1717 Arch Street 30th Floor Philadelphia, PA 19103
To CO W/B:	Vice President Finance Cellular One Washington/Baltimore 7855 Walker Drive Greenbelt, MD 20770

Either Party may from time to time designate another address or other addressees by giving notice is accordance with the terms of this subsection 23.6. Any notice or other communication shall be deemed to be given when received.

23.7 Assignment

Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 23.7 shall be void and ineffective and constitute a default of this Agreement.

23.8 Billing and Payment; Disputed Amounts

23.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

23.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred

charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion

23.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount 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. The Non-Paying Party shall pay (i) all undisputed amounts to the Billing Party when due and (ii),when the Disputed Amount cumulatively amounts to $100,000 or more, 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid upon final determination of such dispute.

23.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 23.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

23.8.6 The Parties agree that all negotiations pursuant to this subsection 23.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

23.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

23.9 Dispute Resolution

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, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction

23.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U S mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To CO W/B

Vice President Network
Cellular One Washington/Baltimore
7150 Standard Drive
Hanover, MD 21076

with a copy to:

Vice President Law
Cellular One Washington/Baltimore
7855 Walker Drive
Greenbelt, MD 20770

To Bell Atlantic:

Director - Wireless Interconnection Services
Bell Atlantic Network Services, Inc.
1320 N. Courthouse Road
9th Floor
Arlington, VA 22201
Facsimile: 703/974-6432

with a copy to:

Vice President and General Counsel
Bell Atlantic - Virginia, Inc.
1320 N. Courthouse Road
9th Floor
Arlington, VA 22201
Facsimile: 703/974-6432

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

23.11 Section 252(i) Obligations

23.11.1 Upon request of CO W/B and to the extent required under Applicable Law, BA shall make available without unreasonable delay to CO W/B any individual interconnection, service or network element upon the same rates, terms and conditions as those contained in any agreement to which it is a party that is approved by the Commission or the FCC pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of CO W/B, and to the extent required under Applicable Law, BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in any Approved Agreement. The Parties understand and agree that Approved Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

23.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

23.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 23.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

23.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

23.13 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. 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.

23.14 No License

23.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. 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.

23.14.2 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 customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23.14.3 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 THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

23.15 Technology Upgrades

Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall provide CO W/B written notice as early as reasonably practicable, but not less than ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect CO W/B's service. CO W/B shall be solely responsible for the cost and effort of accommodating such changes in its own network.

23.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

23.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

23.18 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.

23.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

23.20 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.

23.21 Publicity

Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 17th day of March, 1997.

WASHINGTON/BALTIMORE CELLULAR LIMITED PARTNERSHIP d/b/a CELLULAR ONE WASHINGTON/BALTIMORE

By: [signature]

Printed: Stephen F. Sitton

Title: Pres. & G.M.

BELL ATLANTIC-VIRGINIA, INC.

By: [signature]

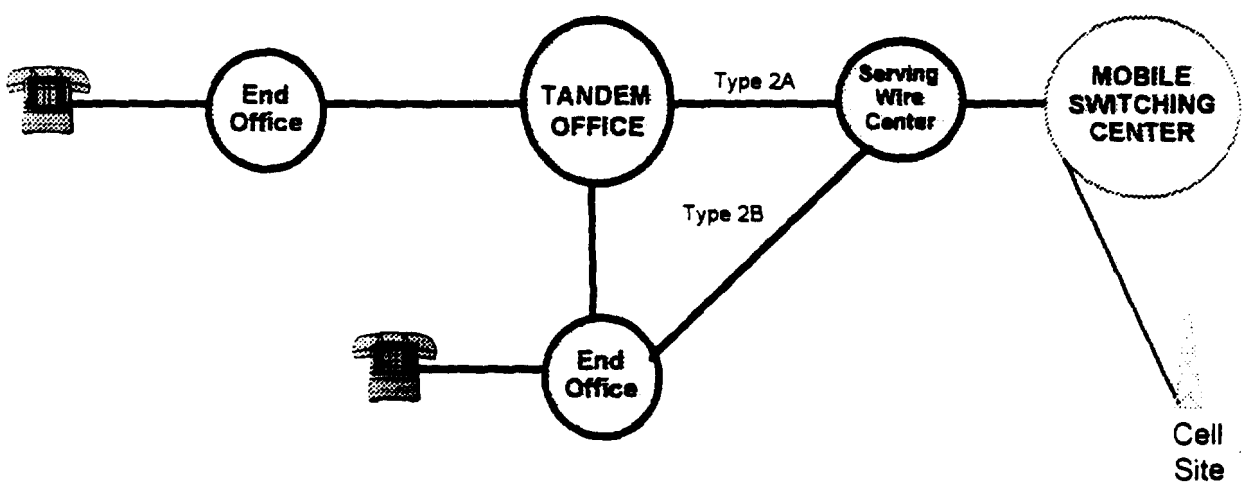
Printed: P. A. Hanley

Title: President Carrier Services

Schedule 3.2

Physical Architecture

CMRS TYPE 2A/B INTERCONNECTION



Schedule 3.4

Type S Interconnection

1. DEFINITIONS:

a.) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.

b.) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.

c.) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.

d.) Signal Transfer Point ("STP") means a specialized switch of BA which provides SS7 network access and performs SS7 message routing and screening.

e.) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.

f.) Signaling Point of Interface ("SPOI") means CO W/B's location in the same LATA as BA's STP where SS7 signaling information is exchanged between BA and CO W/B.

g.) Transactions Capabilities Application Party ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.

h.) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between CO W/B's SPOI and an STP port on BA's STP.

i.) Type S Interconnection Service is a CCS network interconnection facility between BA and CO W/B using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP, and TCAP. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (i) between BA's STP and CO W/B's SPOI within the LATA, and (ii) between BA's STP and Interexchange Carriers.

2. AVAILABILITY OF SERVICE:

Type S Interconnection Service is provided over a Type S Interconnection Facility from CO W/B's SPOI to a BA STP, in LATAs within BA's territory where SS7 Interconnection is available.

3. TYPE S INTERCONNECTION FACILITIES:

BA will provide CO W/B, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection of a communications path, which is separate from the message path, to allow the interchange of signaling information as provided for in this Schedule.

A Type S Interconnection Facility includes a dedicated 56 Kbps signaling connection between CO W/B's SPOI and a part of BA's STP that serves the Tandem to which CO W/B is interconnected within the same LATA. The exchange of signaling information may be between BA and CO W/B, or between CO W/B and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s).

CO W/B agrees to send BA CPN associated with mobile-to-land calls when BA is providing this information to CO W/B on land-to-mobile calls originating from BA's SS7 equipped end offices that are in the same LATA as CO W/B's IP. BA and CO W/B's agreement to reciprocally provide CPN shall apply only if it is consistent with state law, and if required, after obtaining any necessary regulatory approvals.

4. NETWORK SPECIFICATIONS:

The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. BA will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that its CPN is not passed to the called party.

Particular Conditions of Section 12 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification ("CNIS") supporting wireless services providers.

5. PROVISION OF FACILITIES:

The timing of providing CO W/B with SS7-ISUP interconnection shall be determined by adding CO W/B's request to the schedule of SS7-ISUP interconnection requests that BA currently maintains for all carriers. CO W/B shall be added to the existing schedule based on the date that BA receives CO W/B's written request.

6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:

Each Party will pay to the Other Party the charges as set forth in Section 12 and Exhibit A of this Agreement. Each Party will provide reports of its interstate message signaling usage. If a Party fails to provide such reports, all of that Party's message signaling usage shall be treated as intrastate

TCAP Charges

A Point Code establishment or change charge is applicable, based on current Tariffed rates, for each CO W/B designated originating or destination Point Code. Intrastate Point Codes shall be provided under and at rates specified in a special rate authorization letter.

CO W/B will provide BA with each originating and destination Point Code to be used by BA for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through BA's STP.

Interexchange Carrier (IXC) Interchange of SS7 Messages

CO W/B shall specify in writing to BA, the IXC to which InterLATA TCAP messages shall be sent. It will be CO W/B's responsibility to ensure that the designated IXC(s) has SS7 facilities from BA's STP to the IXC(s) SPOI. For those facilities, charging will occur directly between BA and IXC.

7. PROPRIETARY INFORMATION:

To protect the security of BA's network, Point Codes will be provided to CO W/B pursuant to a non-disclosure agreement that contains terms specified by BA and that is signed only by CO W/B.

8. PROVISION OF INFORMATION:

CO W/B and BA agree to keep adequate records of operations and transactions and to furnish to the other party such information as may be reasonably required for the administration of Type S Interconnection Service, including but not limited to, specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute CO W/B's charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that CO W/B carries each month, CO W/B may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. CO W/B will provide a complete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by BA as to reasonableness.

SCHEDULE 5.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from CO W/B Customers

Rate Element	Billing Company
Carrier Common Line	CO W/B
Local Switching	CO W/B
Interconnection Charge	CO W/B
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

Intrastate Access - Terminating to or originating from CO W/B Customers

Rate Element	Billing Company
Carrier Common Line	CO W/B
Local Switching	CO W/B
Interconnection Charge	CO W/B
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed BA	
Entrance Facility	BA
800 Database Query	BA

EXHIBIT A

BELL ATLANTIC- VIRGINIA, INC. AND CO W/B

DETAILED SCHEDULE OF ITEMIZED CHARGES[1]

A. BA Services, Facilities, and Arrangements:

	BA Service Description	Non-recurring	Recurring
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and intrastate [BA-VA SCC 217 sec. 6.8.2] access tariffs for Feature Group D service	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19] and intrastate access tariffs[2]	

[1] Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (*) are fixed pursuant to Section 15 of the Agreement for the initial term of the Agreement, as set forth in Section 17 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 15 of the Agreement.

All rates set forth herein, as applied to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of the Telecommunications Services defined herein, shall be interim rates. These interim rates shall be replaced on a prospective basis by permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission pursuant to the effective FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

[2] Pending approval of the BA intrastate collocation tariff. All collocation services shall be charged at rates found in BA FCC 1 sec. 19.

	BA Service Description	Non-recurring	Recurring
1 c	Tandem transit arrangements (for Interconnection between CO W/B and carriers other than BA)	Per tariffs cited in sections 1 a. and 1.b. above	Per interstate [BA FCC 1 sec. 6.9 1 B] and intrastate [BA-VA SCC 217 sec. 6.8.2.B] tariffs for tandem switching and tandem switched transport, as applicable Illustrative: Interstate, intrastate tandem switching $.000999/mou, tandem switched transport $.000195/mou plus $.000045/mou/mile
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	
1.e.	Directory assistance Interconnection	Intrastate per BA-VA SCC 217 tariff sec. 9.6.B (transport) Interstate per BA FCC 1 tariff sec. 9.6.B	Intrastate per BA-VA SCC 217 tariff sec. 9.6.B; Interstate per BA FCC 1 tariff sec. 9.6.B
2.	Unbundled elements	Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11. of the Agreement	
3.	Poles, ducts, conduits, ROW	Per contract rates pursuant to 47 U.S.C. sec. 224	
4.	Special construction charges	As applicable per BA-VA SCC 203 sec. 2	
5.a.	Trunk Side local transport DS-1 transport	Per interstate [BA FCC 1 sec. 6.9.1.C] and intrastate [BA-VA SCC 217 sec. 6.8.2.C] tariffs	

	BA Service Description	Non-recurring	Recurring
5 b	DS-3 transport	Tariff reference see 5 a. above.	
6 a.	Directory assistance	Per tariff or separate contract Directory transport per section 1.e. above	
6.b.	Operator call completion	Per separate contract.	
7.a.	Change NXX code rate center	$ 1,014.04	
7.b	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
8.a	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G and K] and intrastate [BA-VA SCC 217 sec. 6.8.2.C] tariff or Special Rate Authorization	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-VA SCC 217 sec. 6.8.2.G] tariff
8.b	LIDB Interconnection	Per tariff [BA FCC 1 sec. 6.9.1M]	Per tariff [BA FCC 1 sec. 6.9.1M]
8.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.2.A.1], and intrastate [BA-VA SCC 217 sec. 6.8.2.K] tariffs
9.	Reciprocal call termination Local Traffic delivered to BA Interconnection Point*		In accordance with Note 3 below. End office:$.003/mou Tandem: $.005/mou
10.	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)
11.	Individual Case Basis services	Per contract or tariff.	

B. CO W/B Services, Facilities, and Arrangements:

	CO W/B Service	Non-recurring	Recurring
1 a	Reciprocal call termination Local Traffic delivered to CO W/B's Interconnection Point *		In accordance with note 3 below
1 b	Access charges for termination of intrastate and interstate Toll Traffic		At generally available rates, not to exceed BA's tariffed rates. (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)

3 LOCAL TRAFFIC TERMINATION RATES:

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: $.005 per mou

(b) Traffic delivered directly to terminating BA End Office: $.003 per mou

Note: All BA-IPs identified as of the Effective Date are LSWC or Access Tandems. Therefore, Local Traffic delivered to such BA-IPs shall be subject to the rate of $.005 per mou.

B. Charges by CO W/B

1. Single-tiered interconnection structure:

CO W/B's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

LSWC/Access Tandem Minutes = Total minutes of use of Local Traffic delivered by CO W/B to the BA LSWC or BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by CO W/B directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by CO W/B to BA for most recent billed quarter.

CO W/B Charge at the X-IP =

$$\frac{(\text{LSWC/Access Tandem Minutes} \times \$.005) + (\text{End Office Minutes} \times \$.003)}{\text{Total Minutes}}$$

For the first year after the Effective Date, the CO W/B charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date.

2. Multiple-tiered interconnection structure (if offered by CO W/B to any carrier)
   (a) Local Traffic delivered to CO W/B LSWC or CO W/B Access Tandem: $.005
   (b) Local Traffic delivered to terminating CO W/B End Office/node: $.003

C. In the event a Party desires to deliver Local Traffic to a LSWC that is not located within 25 miles of the Tandem Office to which it is subtended, then such Party shall, in addition to paying the Access Tandem termination rate described above, purchase the necessary transport facilities from the terminating Party to transport such Traffic to the Access Tandem.