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T.R.A. DOCKET ROOM

September 24, 2004

Chairman Pat Miller
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

PAID T.R.A.	
Chk #	0010399972
Amount	50.00
Rcvd By	JK
Date	9-28-04

DOCKET NO.
04-00317

Re: CMRS Interconnection Agreement between ALLTEL Communications, Inc. and
United Telephone-Southeast, Inc.

Dear Chairman Miller:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a CMRS Interconnection Agreement between ALLTEL Communications, Inc. and United Telephone-Southeast, Inc.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies.

Please contact me or Laura Sykora if you have any questions.

Sincerely yours,

Edward Phillips

HEP:sm

Enclosures

cc: Laura Sykora
Kaye Odum



**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION
AGREEMENT**

ALLTEL Communications, Inc.

and

United Telephone – Southeast, Inc.

Effective: September 1, 2004

Ending: August 31, 2006

This Agreement represents the positions of the Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing Orders from or the issuance of additional Orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction

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INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement"), is entered into by and between ALLTEL Communications, Inc. ("Carrier"), a Tennessee CMRS provider, and United Telephone – Southeast, Inc. ("Sprint"), a Virginia corporation, hereinafter collectively, "the Parties," entered into and effective this 1st day of September, 2004 ("Effective Date"), for a two-year term ending August 31, 2006 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the State of Tennessee;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1. Directory Assistance;

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- 1.4.2. 911/E911;
- 1.4.3. Operator call termination (busy line interrupt and verify); and
- 1.4.4. Information services requiring special billing (e.g., 900 and 950).
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.6.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks.
 - 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" is as defined by the FCC or the Commission.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.9. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and a Sprint End Office Switch, or between two End Office Switches or between a Sprint End Office Switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.10. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.11. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.12. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.13. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.14. "FCC" means the Federal Communications Commission.

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- 1.15. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.16. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. Indirect Traffic does not require a physical direct trunk group between the Parties.
- 1.17. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.18. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.19. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.
- 1.20. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.21. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between Sprint and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For purposes of this agreement, Local Traffic does not include any traffic that is transmitted to or returned from an Internet Service Provider. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.22. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).
- 1.23. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a

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customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.

- 1.24. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.25. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.26. "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.27. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.28. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.29. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.30. "Point Of Interconnection" ("POI") is a mutually agreed upon physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Sprint and Carrier for the interconnection of their networks.
- 1.31. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.32. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLECs, Sprint, independent telephone companies, and wireless carriers.
- 1.33. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.34. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.35. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.36. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.37. "Transit Service" means the delivery of Transit Traffic.
- 1.38. "Transit Traffic" means traffic that either originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through one Party's network, and terminated on the other Party's network.
- 1.39. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.40. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between Carrier and Sprint. The Interconnection Services covered by this Agreement are for Wireless Interconnection, as defined by the FCC, for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 1.2. Interconnections for purposes other than Wireless Interconnection services may be covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services, or in accordance with Sprint's local state tariff.
- 1.3. Sprint will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.

2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted by Sprint to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. No order or request for services under this Agreement shall be processed before the Effective Date and approval of this agreement by the Tennessee Regulatory Authority. Sprint agrees not to disconnect any current interconnection facilities during the approval period, except as otherwise allowed under the terms of this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

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- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. In the event such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke Dispute Resolution procedure as set forth in Section 19.
- 2.3 Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2 4 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until August 31, 2006 (**End Date**), unless earlier terminated in accordance with this Section 3, provided however that if Carrier has any outstanding undisputed past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date and approval of this agreement by the Tennessee Regulatory Authority. Sprint agrees not to disconnect any current interconnection facilities during the approval period, except as otherwise allowed under this agreement. No order or request for services under this Agreement shall be processed before Carrier

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has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.

- 3.1.1. Sprint acknowledges that ALLTEL has established a customer account and Implementation Plan.
- 3.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party provides Notice to the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. The non-defaulting Party shall be entitled to pursue all available legal and equitable remedies for such breach.
- 3.3. Carrier must either exchange traffic with Sprint or submit an order pursuant to this Agreement within 180 days of the Effective Date, or Sprint may terminate this Agreement upon ten (10) Business Days notice. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice that Carrier has ceased doing business in this state, subject to the terms of Section 11. In addition to notice from Carrier, Sprint may utilize publicly available information from a credible source in concluding that Carrier is no longer doing business in this state. Sprint will request from Carrier verification of such publicly available information and give Carrier 30 (thirty) days written notice prior to termination.
- 3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon ninety (90) days prior written notice. In the written notice, Sprint will provide Carrier with the contact information of the purchasing party.
- 3.6. For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that a Party is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective Date of this Agreement.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1 No later than 160 days prior to the End Date, Carrier will provide Sprint notice to commence negotiations pursuant to sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 4.2 In the event that this Agreement expires under Section 3.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under sections 3.2, 3.3 and 3.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.
- 4.3 In the event that on the End Date the Parties have not executed a successor agreement and neither Section 4.2(i) nor 4.2(ii) applies, upon written notice to Carrier, Sprint will continue to provide services pursuant to the terms of its then-current standard CMRS Interconnection Agreement.

5. AUDITS AND EXAMINATIONS

- 5.1. As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per 12-month period commencing with the Effective Date.
- 5.2. Upon 30 days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines). The audit will be limited to the 12 months prior to the original written notice requesting the audit.

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- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid by the Requesting Party. For purposes of this §5.3, a “special data extraction” shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party’s specifications and at Requesting Party’s expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party’s receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Sprint to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Sprint’s network to the extent of Sprint’s own use of facilities or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end-user customers.
- 6.2. Following notice of an infringement claim against Sprint based on the use by Carrier of a service or facility, Carrier shall at Carrier’s expense, procure from the

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appropriate third parties the right to continue to use the alleged infringing intellectual property or if Carrier fails to do so, Sprint may charge Carrier for such costs as permitted under a Commission order.

7. LIMITATION OF LIABILITY

- 7.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

8. INDEMNIFICATION

- 8.1. Each Party agrees to defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 8.2. Carrier shall defend, indemnify and hold harmless Sprint from all claims by Carrier's subscribers.
- 8.3. Sprint shall defend, indemnify and hold harmless Carrier from all claims by Sprint's subscribers.
- 8.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 8.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 8.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the

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indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 8.7. When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 8.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in §7.1 above).

9. CONFIDENTIALITY AND PUBLICITY

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain

a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

10. WARRANTIES

- 10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

- 11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original

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Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- 11.2. Except as provided in Section 11.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

12. GOVERNING LAW

- 12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

13. RELATIONSHIP OF PARTIES

- 13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. NO THIRD PARTY BENEFICIARIES

- 14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

15. NOTICES

- 15.1. Except as otherwise provided herein, all contract Notices hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, or by overnight mail, on the date the mail is delivered or its delivery attempted. All billing notices and invoices will be submitted as outlined in Part C, sections 5.6 and 5.7.

If to Sprint: Director, Carrier &
Interconnection Management
Sprint
6450 Sprint Parkway
KSOPHN0116-1B671
Overland Park, KS 66251

If to Carrier: Director – Negotiations
1 Allied Drive
Mailstop: B5F04-D
Little Rock, AR 72022

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with a Senior Attorney
copy to: Sprint
14111 Capital Blvd
Wake Forest, NC 27587

with a Legal Department
copy to: 1 Allied Drive
Mailstop: B5F11-C
Little Rock, AR 72022

- 15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16. WAIVERS

- 16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17. SURVIVAL

- 17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

18. FORCE MAJEURE

- 18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event

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of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

19. DISPUTE RESOLUTION PROCEDURES

- 19.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than 60 days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion.
- 19.2. 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 30 days from the Bill Date, submit a Billing Dispute Form (Attachment II) to the Billing Party. The Billing Dispute Form must be complete, with all relevant fields populated for the issue in dispute. If the Billing Dispute Form is submitted with incomplete information, the Billing Party may deny the dispute until a properly completed Form is submitted. The Parties agree to make all reasonable efforts to investigate disputes and take appropriate action (either an explanation of denial of the dispute or a credit to the Non-Paying Party's account), within 30 days. The Non-Paying Party shall continue to pay when due all undisputed amounts due to the Billing Party.
- 19.3. If the Billing Party determines the billing dispute is not valid and the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within 30 days after delivery of a valid Billing Dispute Form, a Party may escalate the dispute as outlined in §19.4. If escalation of the billing dispute does not occur within the sixty (60) days, the Non-Paying Party must remit payment for the disputed charge, including late payment charges, to the Billing Party by the next bill date. The Parties will endeavor to resolve all billing disputes within sixty (60) calendar days from receipt of the Dispute Form.

- 19.4. Upon written notice by a Party requesting escalation under this Section, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who 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, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored. Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each level of management.
- 19.5 If the Parties are unable to resolve issues related to the Disputed Amounts within 30 days after the Parties' appointment of designated representatives pursuant to §19.4, then either Party may file a complaint with the Commission in accordance with §19.1. The Commission may direct payment of any or all funds to be paid to either Party. Such payment will be made within 30 days after final determination of such dispute.
- 19.6 Neither Party shall bill the other Party for charges incurred more than twenty-four (24) months after the service is provided to the non-billing Party.

20. COOPERATION ON FRAUD

- 20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

21. TAXES

- 21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

22. AMENDMENTS AND MODIFICATIONS

22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

23. SEVERABILITY

23.1. Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect. In the event such invalid provision or provisions are essential elements of this Agreement and substantially impairs the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If the Parties are unable to reach agreement on a replacement provision, either Party may invoke the Dispute Resolution procedures set forth in Section 19 of this Agreement.

24. HEADINGS NOT CONTROLLING

24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

25. ENTIRE AGREEMENT

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26. COUNTERPARTS

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

27. SUCCESSORS AND ASSIGNS

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

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28. IMPLEMENTATION

- 28.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29. SECURITY DEPOSIT

- 29.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 29.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 29.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 29.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 29.5. The fact that a security deposit has been made in no way relieves Carrier from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 29.6. Sprint reserves the right to increase, and Carrier agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in Carrier's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 29.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to Carrier, provided, however, Sprint may exercise its right to credit any cash deposit to Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

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- 29.7.1. when Carrier's undisputed balances due to Sprint that are more than thirty (30) days past due; or
 - 29.7.2. when Carrier files for protection under the bankruptcy laws; or
 - 29.7.3. when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) days; or
 - 29.7.4. when this Agreement expires or terminates.
- 29.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to Carrier when Carrier has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one of Sprint's Tandem Switches or to Sprint's End Office Switches. Carrier will determine the type of interconnection (end office or tandem). For each LATA in which Carrier wants to establish Interconnection with Sprint, Carrier must establish at least one physical POI in each LATA containing a Sprint wire center with which Carrier and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation, subject to Section 1.4 of this Part C.
- 1.3. Interconnection Facilities
 - 1.3.1. Interconnection mid-span meet arrangements will be made available to Carrier.
 - 1.3.2. For construction of new facilities for Interconnection, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is greater.
 - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and Carrier, the relative use factor will be adjusted to reflect the proportionate

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percentage of the route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or Carrier can lease tariffed services from Sprint. If Carrier chooses to lease tariff services from Sprint, special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.

- 1.3.4. If third-party-leased facilities are used for Interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office (tandem or end office) in which the leased circuit terminates.
- 1.3.5. If Sprint-provided-leased facilities are used, the POI will be defined as the Sprint office (tandem or end office) where the leased facility terminates.
- 1.4. Interconnection to Sprint is possible with the following types of interconnection:
 - 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk connection with line treatment at an End Office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency (MF) address pulsing and supervision only. For M-L traffic, the wireless carrier will get access to valid Sprint NXXs that terminate to end users that are assigned to the end office where the Type 1 interconnection is established or terminate to any end office that sub-tends the tandem of the end office where the Type-1 interconnection also sub-tends and to any remote offices that sub-tends the tandem of the end office where the Type 1 interconnection also subtends. All traffic that falls within the above mentioned calling scope will be treated as local traffic and the Type-1 composite rate described in 4.2.2.4 will apply. Any traffic that presently goes beyond the above mentioned calling scope will need to be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.
 - 1.4.1.1 If Carrier's M-L Type 1 call routing does not comply with this Agreement, as stated in 1.4.1 above, an additional charge may apply to compensate Sprint for its additional network costs to terminate traffic outside the local calling scope of a Type I interconnection.
 - 1.4.1.2 For Type 1 interconnections, when a third-party carrier submits an order to port a number from Carrier to the third party, or when an order is submitted to port a number to Carrier, the Translation Rearrangement Charge on Attachment 1 will apply for each number.

- 1.4.1.3 Sprint will work with Carrier to migrate Carrier's Type 1 service and associated directory numbers to Type 2. Such migration will not require the disconnection of Carrier's existing Type 1 trunks.
- 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling and supervision. SS7 will be used when available. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance, or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnections that access Interexchange Carriers and local services may require separate trunking groups. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.
- 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. SS7 will be used when available. A Type 2B Interconnection only provides access to the valid Sprint NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 800 or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.
- 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Interconnection to a Carrier location within an MTA will provide Sprint with access to the Carrier's facilities within that MTA.
- 1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance) separate trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

- 1.7 The Parties agree to utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between Sprint and Carrier to establish, add, change or disconnect trunks shall be processed by utilizing the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.
- 1.8 Following execution of an appropriate agreement, Sprint agrees to provide Carrier with collocation space in its facilities consistent with the Act, FCC or Commission rules.
- 1.9 Establishing a Rate Center
 - 1.9.1 When Sprint delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is different from the Tandem Switch POI as long as such rate center is located within the serving area of the Tandem Switch to which Carrier is interconnected.
 - 1.9.2 For Type 2A and Type 2B Interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center.
 - 1.9.3 Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.
 - 1.9.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.

- 1.9.5. Carrier agrees that fixed wireless services are not governed under the terms of this agreement. Should Carrier desire to provide fixed wireless services, the Parties will execute a separate agreement for that purpose.
- 1.10 The provisions of this Section shall apply to Sprint's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- 1.11 For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from Carrier will be processed.

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect directly for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.
- 2.2. Each Party agrees to establish trunking groups from the POI to their designated switching center(s) including, but not limited to, those containing End Office switches, Tandem switches, 911 routing switches, and directory assistance/operator service switches, if available and necessary.
- 2.3. When traffic is not distinguishable according to traffic types, and until either Party can determine actual traffic jurisdiction on each call, the Parties will utilize an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of traffic that is InterMTA and interstate traffic respectively. Based on the unique MTA geography of this state, the Parties' network arrangements, and the specific coverage areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided herein, the InterMTA traffic factor shall be 8%, which shall be applied only on minutes of use terminating from Carrier to Sprint, and the PIU factor shall be 20%, such that 20% of the InterMTA traffic shall be treated as interstate, and 80% (100%-20%) shall be treated as intrastate. Following the initial three month period, either Party may conduct a state-specific traffic study, using a minimum of thirty (30) days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage and/or PIU, the results of which will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor and PIU shall not be revised more often than once every six months. Carrier agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such study. If the Parties cannot agree on a percentage, then either Party may invoke the Dispute Resolution process outlined in section 19.0.
- 2.4. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, Carrier will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

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- 2.4.1 Where Carrier is unwilling to utilize an alternate interconnection protocol, Carrier will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Carrier and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, Carrier, or Sprint internal customer demand for 64K CCC trunks.
- 2.5. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the relevant POI and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. This Agreement applies to the exchange of Local Traffic, Transit Traffic and Indirect Traffic. Although Non-Local traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in Sprint's access tariffs.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the parties have a Type 2A Interconnection, or interconnect at a Tandem Switch, Sprint will provide

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intermediary tandem switching and transport services for Carrier's connection of its end user to a local end user of: (1) CLECs, (2) another incumbent local exchange telecommunications Carrier other than Sprint, (3) IXC, and (4) other CMRS carriers. Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

4. COMPENSATION

4.1. Non-Local Traffic

- 4.1.1. Compensation for Non-Local Traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.
- 4.1.3. InterMTA traffic shall be charged the appropriate rate out of Sprint's access tariff. Where exact transport mileage is not available, an average based on the applicable V and H coordinates will be used.

4.2. Local Traffic. Under this Agreement, Sprint is only required to compensate Carrier for terminating Local Traffic. The rates set forth on Attachment I shall be used, subject to the provisions of Part B, Section 2.

4.2.1. Reciprocal compensation for Local Traffic

- 4.2.1.1. Usage Charges. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Sprint facilities to a Sprint End Office through a Sprint Tandem Switch would include usage-based charges from Sprint to Carrier for Tandem Switching, Common Transport to the End Office, and End Office Switching.
- 4.2.1.2. Usage Rate Elements.
 - 4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

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- 4.2.1.2.2. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches, between Sprint's End Offices and Remotes subtending those End Offices, and between Sprint End Offices where Type 1 Interconnections exist.
 - 4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem Switch.
 - 4.2.2 Traffic Terminating to Sprint
 - 4.2.2.1 Sprint will bill Carrier for Carrier originated direct Local Traffic terminating on Sprint's network.
 - 4.2.2.2 Type 2A Interconnection Charge. Sprint will bill Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2A Interconnection.
 - 4.2.2.3 Type 2B Interconnection Charge. Sprint will bill the End Office Switching rate element, and will bill Common Transport when traffic terminates to a Sprint Remote Switch. These rate elements are reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2B Interconnection.
 - 4.2.2.4 Type 1 Interconnection Charge. Sprint will bill two End Office Switching rate elements and a Common Transport rate element as reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type1 Interconnection.
 - 4.2.3 Traffic Terminating to Carrier
 - 4.2.3.1 Carrier will bill Sprint the same rates as Sprint charges Carrier for Sprint originated direct Local Traffic terminating on Carrier's network.
 - 4.2.3.2. Type 2A Tandem Interconnection Charge. If Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all Sprint originated direct Local Traffic terminating to Carrier via a Sprint Type 2A Interconnection.
 - 4.2.3.3. Type 2B End Interconnection Charge. If Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I for all Sprint-originated direct Local

Traffic terminating to Carrier via a Sprint Type 2B End Office Interconnection.

- 4.3 The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Sprint's option to invoke on a date specified by Sprint the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. Carrier agrees that on the date Sprint exercises its option to invoke the ISP Compensation Order, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order.
- 4.4. Indirect Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. Rate elements charged to Carrier for terminating Indirect Traffic can include (1) End Office Switching as set forth in Attachment I and (2) Common Transport charges set forth in Attachment I.
- 4.5. Indirect Traffic Terminating to Carrier. Each rate element utilized in completing a call shall be charged for completion of that call. Rate elements charged to Sprint for terminating Indirect Traffic are (1) End Office Switching as set forth in Attachment I and (2) any applicable Common Transport charge as set forth in Attachment I. However, indirect interconnection with Sprint shall only be allowed to the extent Carrier is interconnected at the tandem where Sprint's End Office subtends.
- 4.6. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Carrier uses a Sprint local tandem or access tandem to terminate Transit Traffic to a third-party LEC or another carrier also interconnected at Sprint's tandem.
- 4.6.1 Sprint will accommodate Carrier's transit needs, up to certain limitations as stated in this paragraph. Carrier must establish a direct interconnection to a third party if the average Transit Traffic volume between Carrier and Sprint to the third party during Sprint's varying daily busy hour exceeds a DS1 equivalent (500 centium call seconds) over a ninety (90) day period. Sprint will notify Carrier when the traffic volume limits are reached, and within sixty (60) days of such notification, Carrier shall establish a direct interconnection with the third party. After sixty (60) days, if Carrier has not established a direct interconnection, and if Carrier is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that Carrier is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.

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- 4.7. Paging Traffic. Sprint will not compensate Carrier for termination of paging services until such time as Carrier has filed for and received approval of relevant cost studies from the relevant state commission in accordance with 47 C.F.R. 51.711(c).
- 4.8. To the extent that a Party is unable to measure traffic by individual rate element nor has completed traffic studies which reflect actual usage by individual rate element, the Party will bill a state-specific composite rate for such usage. The composite rate will be developed using the individual rate elements specified in 4.2.1 preceding and as set forth in Attachment I of this agreement. An inventory of trunks by type of interconnection will be obtained to develop a percentage of each interconnection type. The composite rate is developed by applying the applicable rate elements for each interconnection type by the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate.
- 4.9. Either Party may initiate a review, upon reasonable request of the other Party, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.
- 4.10. Traffic Measurement and Billing
- 4.10.1 To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual, direct Local Traffic, Carrier will bill Sprint based upon 42.8% ($30\% \div 70\%$) of the amount billed by Sprint to Carrier for direct Local Traffic. This billing arrangement assumes that approximately 70% of the total traffic between the Parties is Sprint terminating traffic.
- 4.10.2 Should Carrier bill Sprint based upon actual, direct Local Traffic, Carrier will reduce its reciprocal compensation invoices rendered to Sprint by a Transit Traffic Factor, which represents the estimated percentage of Transit Traffic included in Carrier's reciprocal compensation invoice. The initial Transit Traffic Factor will be fifteen percent (15%). Sprint may modify the Transit Traffic Factor once per calendar quarter, upon written notice to Carrier no less than 30 days before the start of the quarter. Carrier may audit the modified Transit Traffic Factor back to the date of the last change in the Transit Traffic Factor or 6 months, whichever is more recent. If Carrier audits the Transit Traffic Factor, Carrier may delay implementation of the modified Transit Traffic Factor until the audit is complete, but the delay may not exceed 60 days. If the audit demonstrates that the modified Transit Traffic Factor approximates the actual amount of Transit Traffic, Carrier will adjust its billing accordingly, retroactive to the date for which it was initially provided. If the audit does not verify the modified Transit Traffic Factor, Carrier may apply the appropriate Transit Traffic Factor, as determined by the audit, retroactive to the date for which it was initially provided, with the further understanding that Sprint will be given a

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reasonable opportunity to verify the audit results before implementation of the new Transit Traffic Factor. The Dispute Resolution provisions of this Agreement shall be used to resolve any disputes resulting from an audit of a modified Transit Traffic Factor.

4.10.2.1 Sprint is entitled to utilize the Transit Traffic Factor as long as Sprint provides Carrier with records in the same format being provided as of the date of this Agreement, or another mutually agreed to format, within 45 days of recording of the traffic by Sprint. While the actual amount of Transit Traffic will vary from the Factor, in the event the records support a Factor that differs from the Factor then being utilized, Carrier may request an audit of the Factor by written notice to Sprint. If the audit confirms a different Factor is appropriate, the Parties will implement the new Factor as determined by the audit retroactive to the date Sprint received Carrier's written notice requesting the audit, with the further understanding that Sprint will be given a reasonable opportunity to verify the audit results before implementation of the new Factor. In the event Sprint fails to provide the records to Carrier in the same format being provided as of the date of this Agreement, or another mutually agreed to format, Sprint will compensate Carrier for the traffic as if Sprint were the originating carrier, so long as Carrier notifies Sprint in writing within 30 days of its receipt of the records that the records are not in the agreed to format. If Carrier is unable to collect the compensation from the originating carrier due to Sprint's failure to provide records within the time frame required by this Agreement, Sprint will compensate Carrier for the traffic at the applicable reciprocal compensation rate as if Sprint were the originating carrier, with the additional understanding that before Sprint has any obligation to compensate Carrier under this provision, Carrier must make a reasonable attempt to collect the compensation from the originating carrier.

4.11. During the initial six months of this Agreement, Carrier may conduct a state-specific traffic study, using a minimum of thirty (30) days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

4.12 Interconnection Facilities

4.12.1 Dedicated transport rates apply to dedicated transport facilities that Carrier leases from Sprint.

- 4.12.2 Nonrecurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's Central Offices are subject to a nonrecurring charge.
- 4.12.3 To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and Carrier will allocate the cost of interconnection facilities based upon an 70% mobile-to-land traffic volume and a 30% land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 30% of Sprint's total interconnection facilities billing to Carrier). Carrier may conduct a state-specific traffic study, using a minimum of thirty (30) days of traffic information, in an effort to derive the actual, direct Local Traffic volumes between the Parties, the results of which will be used going forward to allocate the cost of interconnection facilities upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party. If the Parties cannot agree on a percentage, then either Party may invoke the Dispute Resolution process outlined in section 19.0.
- 4.12.4 Each Party will be responsible for the costs of its own interconnection facility in the routing of indirect traffic to the POI established by the Parties.
- 4.12.5 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.
- 5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.
- 5.3 Billed amounts for which valid billing dispute forms have been filed are not due for payment until the dispute has been resolved in accordance with the provisions governing dispute resolution of this Agreement. Disputed amounts will not be paid into an escrow account. All bill disputes must be raised within 12 months of the date of issuance of the disputed bill. If the billing dispute is finally resolved in favor of the billing Party, late payment charges (pursuant to the immediately following paragraph) shall accrue from the date payment was originally due.

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- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5 Sprint will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service covered under this agreement.
- 5.6 All bills will be submitted to:

Sprint: Sprint
ATTN: LTD Access Verification
6500 Sprint Parkway
Mailstop: KSOPHL0412
Overland Park, KS 66251

Carrier: ALLTEL c/o BroadMargin
Attn: Steve Deluca
3655 North Point Pkwy, Suite 200
Alpharetta, GA 30005

- 5.7 All billing inquires and billing dispute forms should be submitted to:

Sprint: Sprint Dispute Center
Mailstop: FLLSBB0114
P.O. Box 490048
Leesburg, FL 34749-0048
Fax: 352-326-1573
Phone: 877-617-2827
disputessbs@mail.sprint.com

Carrier: ALLTEL
Attn: Manager CABS Department
One Allied Drive, Mailstop: B4F03NA
Little Rock, AR 72022
Fax: 501-905-7027
Phone: 1-800-351-4241
Email: ACI.CABS.ALLTEL.com

6. BILLING

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third-party LEC providing the transport and/or

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switching services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. Each terminating Party is responsible for billing the originating carrier for traffic terminated on its respective network.

- 6.2 For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.
- 6.3. When a third-party's tandem and/or Transit Service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.
- 6.4. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.
- 6.5. Exchange of Records
 - 6.5.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
 - 6.5.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
- 6.6. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Upon request, Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed-upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.
 - 6.6.1. Sprint acknowledges that Sprint and ALLTEL are currently utilizing live bill production.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

1. GENERAL REQUIREMENTS

- 1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 1.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 1.3. Sprint will process Carrier maintenance requests at Parity.
- 1.4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:
 - 1.4.1. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1,000 access lines, whichever is less with a duration of two minutes or more.
 - 1.4.2. Toll or EAS isolation of an entire exchange with a duration of two minutes or more.
 - 1.4.3. Any digital cross connect or fiber optic complete system failure lasting two minutes or more.
- 1.5. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 1.6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

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2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

- 2.1. Sprint shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

3. SERVICE PROJECTIONS

- 3.1. Sprint and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
- 3.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;
 - 3.1.2. Two-Six Codes for each trunk group;
 - 3.1.3. Quantity of trunks in service;
 - 3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
 - 3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

4. QUALITY OF SERVICE

- 4.1. Interconnection quality of service shall be at Parity with that provided by Sprint for its own services.
- 4.2. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 4.3. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

5. INFORMATION

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

1. GENERAL REQUIREMENTS

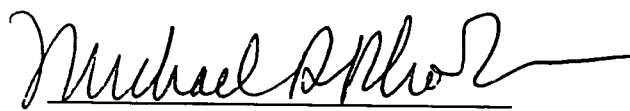
- 1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

"Sprint"

By: 
Name: William E. Cheek
Title: AVP – Strategic Sales & Account Management
Date: 8/27/04

"Carrier"

By: 
Name: Michael D. Rhoda
Title: V.P. – Business Development
Date: 8/26/04

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ATTACHMENT I – PRICE LIST

Description	State - TN
SERVICE ORDER	
Manual Service Order	\$31.16
Electronic Service Order	\$4.24
TRANSLATIONS REARRANGEMENT CHARGE	\$30.00
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.002721
Tandem Switching Per Minute of Use	\$0.003079
Common Transport per Minute of Use	\$0.000648
INTERCONNECTION (Intra-Exchange)	
MRC DS1	ICB
MRC DS3	ICB
NRC DS1	ICB
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$25.80
DS1 Facility Cross Connect	\$1.53
FEATURES	
STP Port	\$230.29
NRC STP Port	\$281.04
STP Switching	\$0.84
MRC 911 and E911 Transport	See Tariff
NRC 911 and E911 Transport	See Tariff

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

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ATTACHMENT II – BILLING DISPUTE FORM

Billing Dispute Form

Instructions: Please complete all requested information as completely as possible. As you tab to each field, additional information about each field is provided in the status bar. Bold fields are mandatory. Please email the completed form and any applicable attachments to disputessbs@mail.sprint.com or fax to (352) 326-1573. If you would like to contact the dispute center, please call (877) 617-2827.

Please complete for all disputes.

Disputing Company Contact Information Section:	
Contact Name:	Company Name:
Contact Phone #: () -	Company Address:
Contact Fax #: () -	
Contact Email:	

Please complete for all disputes.

General Dispute Section				
Date of Claim:		Status:	Claim/Audit Number:	
Service Type:		If other, please specify:		
ACNA:	OCN:	State:	Dispute Reason:	
BAN: *	Bill Date:	Invoice Number(s):	Disputed Amount: \$ Disputed Amount Withheld: \$ Disputed Amount Paid: \$	
BAN	Bill Date:	Invoice Number(s):	Disputed Amount: \$ Disputed Amount Withheld: \$ Disputed Amount Paid: \$	
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: \$ Disputed Amount Withheld: \$ Disputed Amount Paid: \$	
BAN.	Bill Date:	Invoice Number(s):	Disputed Amount: \$ Disputed Amount Withheld: \$ Disputed Amount Paid: \$	
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: \$ Disputed Amount Withheld: \$ Disputed Amount Paid: \$	
Dispute Description.				

*As many as five BANs can be listed on this dispute form provided that the dispute reason is the same. Any BANs in excess of five should be provided on an additional attachment.

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Please complete for all flat-rated charge disputes.

Flat-Rated Charges Dispute Information Section:		
EC Circuit ID/TN/All:		USOC/Billing Code:
PON:		Billing Quantity:
SON:	Jurisdiction:	BIP:
Circuit Location:	PIU:	PLU:
IC Circuit ID:	Business/Residence Indicator:	
CFA	From Date:	Thru Date:

Please complete for usage disputes.

Usage Dispute Information Section:		
End Office CLLI/TN/All:		Service Type:
Usage Billed Units/Quantity Disputed:		Rate Category:
Directionality:	CIC:	Jurisdiction:
Routing:	BIP:	
Usage From Date:	Thru Date:	PIU: PLU:

Please complete for tax and late payment disputes.

Information Section:	
Tax Dispute Amount: \$	Tax exemption form attached : ☐
LPC Dispute Amount: \$	Surcharge Dispute Amount: \$
Invoice(s) LPC/Surcharge billed:	Date of payment:

Other Remarks

Sprint Internal Office Use Only

Resolution Information Section:		
Date dispute received:		Date dispute entered:
Acknowledgement Letter Date:		Resolution Date:
Amount Credited to Customer: \$		Amount Denied:
Adjustment Bill Date:		Adjustment Invoice Number:
Adjustment Code(s):	Adjustment BAN:	Adjustment SON:
Bill Section Adjustment will appear on: ☐ OC&C ☐ Adjustment		
If applicable, date of \$10K Notification:		
Resolution remarks:		

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