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BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

guy hicks@bellsouth com

December 17, 2004

Guy M Hicks
General Counsel

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VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and United States Cellular Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04 00442

Dear Chairman Miller:

Enclosed for filing are the original and fourteen copies of the Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and United States Cellular Corporation ("U S. Cellular") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by U.S. Cellular and BellSouth and is consistent with the standards for approval.

U.S. Cellular and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Jim Naumann, United States Cellular Corporation
Assistant Director – Wireless Interconnection, United States Cellular Corporation
Stephen P. Fitzell, Esq., Sidley Austin Brown & Wood LLP

#563693

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and United States Cellular Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ____________________

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC. AND UNITED STATES CELLULAR CORPORATION PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

COME NOW BellSouth Telecommunications, Inc. ("BellSouth") and United States Cellular Corporation ("U.S Cellular") and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Interconnection Agreement (the "Agreement"). The Agreement was negotiated between U.S. Cellular and BellSouth pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating U.S. Cellular's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. U.S. Cellular and BellSouth, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, U.S. Cellular and BellSouth state the following:

THE PARTIES

1 BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. U.S. Cellular is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. U.S. Cellular and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference

4. BellSouth and U.S. Cellular have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, U.S. Cellular and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between U.S. Cellular and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. U.S. Cellular and BellSouth aver that the Agreement is consistent with the standards for approval.

10. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

11. U.S. Cellular and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 17 day of Dec, 2004.

Respectfully submitted,

BellSouth Telecommunications, Inc.

BY ____________________

Guy M. Hicks
Suite 2101
333 Commerce Street
Nashville, TN 37201-3300
615/214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 7 day of ________, 2004

Jim Naumann
United States Cellular Corporation
8410 W. Bryn Mawr
Suite 700
Chicago, IL 60642

Assistant Director – Wireless Interconnection
600 North 19 Street
8th Floor
Birmingham, AL 35203

Stephen P. Fitzell, Esq.
c/o Sidley Austin Brown & Wood LLP
Bank One Plaza
10 S. Dearborn Street
Chicago, IL 60603

Guy M. Hicks

By and Between

BellSouth Telecommunications, Inc.

And

United States Cellular Corporation

TABLE OF CONTENTS

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and United States Cellular Corporation, ("Carrier") a Delaware Corporation for and on behalf of those entities listed in Attachment A which entities United States Cellular Corporation hereby represents it has authority to bind hereunder (all collectively referred to as "Carrier") and shall be deemed effective as of November 3, 2004, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "Party" or "Parties."

WITNESSETH

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

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

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

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

Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

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

C. **Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules Traffic delivered to or received from an interexchange carrier is not Local Traffic.

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

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

F. **Point of Interconnection (POI)** is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

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

H. **Third Party Carrier** is any telecommunications carrier other than Carrier or BellSouth.

I. **Transit Traffic** is traffic originating on Carrier's network that is switched and/or transported by BellSouth and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by BellSouth and delivered to Carrier's network.

J. **Type 1 Interconnection** is a trunk side connection between a BellSouth
end office and a Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

K. **Type 2A Interconnection** are one-way or two-way connections that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and Third Party Carriers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

L. **Type 2B Interconnection** are one-way or two-way connections that provide a high usage route between a BellSouth end office and a Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

I. Purpose

The Parties have entered into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

II. Term of the Agreement

A. The term of this Agreement shall be two (2) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Florida, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

B. The Parties agree that by no earlier than one hundred and eighty (180) days prior to the expiration of this Agreement, either party may request negotiation of a successor agreement by written notice to the other Party. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in this Section B, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

C. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section B above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement

III. Carrier/Affiliate License

A. Prior to execution of this Agreement, Carrier agrees to provide BellSouth with the names of Carrier's affiliates operating in all states covered by this Agreement prior to BellSouth filing this Agreement with the appropriate Commission for approval

IV. Methods of Network Interconnection

A. By mutual agreement of the Parties, trunk group arrangements between Carrier and BellSouth shall be established in accordance with section (B) below. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

B. There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements shall be purchased from BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical collocation may be provided in a separate collocation agreement or tariff

C. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to BellSouth end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time, will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

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

E. When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC

F. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement This guide may be found, as of the effective date of this agreement, at the following URL· http://www.interconnection.bellsouth.com/

V. Interconnection Trunk Group Options

A. One-Way Trunk Group Arrangement

If the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic to each BellSouth tandem and end office at which the Parties interconnect.

B. Two-Way Trunk Group Arrangement

If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. BellSouth will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory and within the LATA (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

C. If the Parties cannot agree upon a trunk group arrangement, BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

VI. Compensation and Billing

A. Local Traffic Compensation

Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B. These rates are reciprocal for mobile-to-land and land-to-mobile calls

1. Local Traffic Measurement

a. If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Invoice Payment Center (IPC), BellSouth will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used by Carrier to bill BellSouth for the BellSouth Local Traffic for the following quarter

b. If Carrier has no recording capability and cannot determine the amount of BellSouth originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

c BellSouth shall utilize actual traffic measurements as defined in Section VIII below, if available, to classify and bill Carrier for Carrier's originated Local Traffic terminating to BellSouth. If BellSouth is unable to measure actual traffic, BellSouth shall apply the default percentage for local traffic to classify and bill traffic in accordance with Section VIII.

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

B. Compensation For Facilities

1. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of its facility up to the POI

a. Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic

2. Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North

Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated Local Traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis the proportionate cost for the facilities utilized by BellSouth.

c. Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

C. Billing Charges

1. The charges for Local Interconnection shall be billed monthly and shall be paid within thirty (30) days of the bill date.

2 Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

D. Billing Disputes

1. Billing disputes shall be handled pursuant to the terms of this section.

a. In the event either Party, in good faith, disputes the other Party's computation of amounts due, the disputing Party may withhold payment of the disputed amount. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make payment of any of the disputed amount owed to the billing Party with the next regularly scheduled bill invoice due date or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c If a Party disputes a charge and does not pay such charge by the payment due date or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

E. Late Payment Charges

Late payment charges shall be the lower of 1.5% per month or such other percent as specified by an appropriate state regulatory agency or required by law. For bills rendered by either Party for payment, the late payment charge for both Parties shall be applied to the unpaid, undisputed balances if not paid by the due date.

F. Unbilled Charges

All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred, previously unbilled charges more than one (1) year old shall not be billed by either Party.

VII. Deposit Policy

When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit Such security deposit shall take the form of cash or, in BellSouth's sole discretion, some other form of security proposed by carrier. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security. Interest on a security deposit provided in cash shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

VIII. Non-Local Traffic Interconnection and Compensation

A. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the transit charges described in paragraph (C) hereunder, as appropriate.

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

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a $ 003 per minute transit charge for such Transit Traffic ("Transit Charge") in addition to any charges that BST may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Transit Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

D. Where technically possible, BellSouth shall periodically measure actual traffic measurements and shall apply such measurements to classify and bill traffic. BellSouth may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

E. For Carriers that have elected to exchange traffic with BellSouth on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties, and such method shall replace the default percentages set forth above

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

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement negotiated with BellSouth.

X. Access to 911/E911 Emergency Network

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

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

XI. Access to Telephone Numbers

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

XII. Wireless Local Number Portability

Wireless Local Number Portability (WLNP) is a method by which a subscriber may change service providers and/or service but retain and transfer their local telephone number FCC Report and Order 95-116 mandated the implementation of Local Number Portability - Service Provider Portability (LNP-SPP) for both Local Exchange Carriers (LEC) and Commercial Mobile Radio Services (CMRS) providers. BellSouth is obligated to meet the FCC mandate by providing local number portability capability by November 24, 2003

XIII. Access to Signaling and Signaling Databases

A. SS7 Connectivity Provided by BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity

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

C. SS7 Connectivity Through a Third Party Provider

A Carrier may obtain SS7 signaling from a third-party provider of SS7 Signaling, for connecting to BellSouth's SS7 systems. Such connections shall meet generally accepted industry technical standard (i.e., Tecordia's GR-246 CORE, Specifications of Signaling System Number 7). Each Party is responsible for its own SS7 signaling therefore, neither Party will bill the other charges associated with SS7 signaling messages, connection and terminations.

XIV Network Design and Management

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

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

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

1. Network Congestion - When BellSouth notifies carrier that capacity issues at any BellSouth tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional BellSouth tandems or to BellSouth end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include BellSouth providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to

compensate BellSouth for the necessary interconnections facilities to the POI

2. Tandem Traffic Volume – Where multiple BellSouth tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected BellSouth tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific BellSouth tandem in the same LATA exceeds two (2) DS1's (624,000 minutes of use) level of traffic per month for three (3) consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing BellSouth tandem interconnection(s).

3. End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific BellSouth end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for three consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

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

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

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

XV. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, as described in Section VIII, can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XVI. Liability, Indemnification and Intellectual Property

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

In the event that Carrier consists of two (2) or more separate entities as set forth in this Agreement and/or any amendment hereto, all such entities shall be jointly and severally liable for the obligations of Carrier under this Agreement.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement.

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

D. Each Party (the "Indemnified Party") shall be indemnified, defended and held harmless by the other Party (the "Indemnifying Party") against any claim, loss, cost, injury, liability, expense or damage (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") arising from the Indemnifying Party's acts or omissions under this Agreement, including without limitation: (1) any Losses or libel, slander, invasion of privacy, misappropriation of trade secret or infringement of copyright or trademark arising from the Indemnifying Party's own communications, (2) any Losses for misappropriation of trade secrets or patent or copyright infringement arising solely from the Indemnified Party's use of the Indemnifying Party's service in the manner contemplated by this Agreement; (3) all Losses claimed by a customer of the Indemnified Party arising from services provided under this Agreement by the Indemnifying Party, or (4) any and all other Losses arising out of an act or omission of the Indemnifying Party in the course of using services provided pursuant to this Agreement by the Indemnified Party. Each Party's liability to the other Party for any Losses relating to or arising out of any negligent act or omission in such Party's performance of this Agreement whether in contract or in tort, shall be limited to providing to such other Party a credit for the actual cost of the services or functions not performed or improperly performed as a result of such negligent act or omission Neither Party's obligation under clause (1) or (2) of this Section shall apply to the extent the infringement or misappropriation is caused by: (i) modification of the facilities or equipment (including software) by the Indemnified Party; (ii) the Indemnified Party's use of the Indemnifying Party's facilities or equipment (including software) in combination with facilities or equipment (including software) not provided or authorized by the Indemnifying Party, provided the Indemnified Party's use of such facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the Indemnified Party which would necessarily result in such infringement or misappropriation; or (iv) the Indemnified Party's continued use of the Indemnifying Party's affected facilities or equipment (including software) after being placed on notice by the Indemnifying Party to discontinue use as set forth herein. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to third-party claims of intellectual property infringement or misappropriation arising out of the Parties' performance under this Agreement. Any claims arising under clause (1) or (2) of this Section shall not be subject to the dispute resolution procedures set forth in Section XX, and such claims shall be brought in a court of competent jurisdiction.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Losses relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Losses and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs Losses as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Losses that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Losses

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

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

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

I. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

J. As between the Parties, any intellectual property that originates from or is developed or provided by a Party, including Information provided by one Party to another under Section XIX, shall remain exclusively the property of such Party. No patent, copyright, trademark, trade secret or other proprietary or intellectual property right (nor or hereafter owned, controlled or licensable by a Party) is licensed or granted (other than the limited license to use patents, copyrights and trade secrets described below) or otherwise transferred by either Party nor shall any license, grant or transfer be implied or arise by estoppel, in connection with this Agreement, provided however, that each Party hereby grants to the other Party a limited, non-assignable, nonexclusive, nontransferable license to use such Party's patents, copyrights and trade secrets to the extent necessary for such other Party to use any facilities or equipment (including software) or to receive any service provided by such Party under this Agreement. Neither Party shall remove any trademark, copyright or other proprietary notices or legends appearing on or in connection with the use of any documentation, material, product, service, facilities equipment or software provided by the other Party. Each Party shall be responsible for obtaining (at no additional cost to the other Party) any third-party intellectual property licenses that may be required to enable the other Party to use any facilities or equipment (including software) provided by such Party to such other Party under this Agreement or to receive any service provided by such Party so such other Party under this Agreement. Except as otherwise set forth herein, the Parties are strictly prohibited from any use, including by not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise, or market that it is or offers the "same service" as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party Neither Party shall engage in any activity that may result in a likelihood that consumers will be confused as to the source or origin of either Party's service.

K. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY

REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF TRADE.

L. Except for the limited license granted pursuant to Section XVI J. above, the rights and obligations of the Parties contained within this Section XVI shall survive the termination or] expiration of this Agreement

M. The Parties agree that this Agreement is not entered into for the benefit of any third parties and that no third party beneficiary rights are conferred by the execution or implementation of this Agreement.

XVII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provision shall expire on the same date as set forth in the agreement that was adopted.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVIII. Taxes and Fees

A. Definition: For purposes of this section, the terms "Tax" and "Taxes" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon BellSouth or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide BellSouth with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to BellSouth that neither BellSouth nor the Customer is subject to such Taxes. BellSouth shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence Customer shall protect, indemnify and hold BellSouth harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

C. All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to BellSouth hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay BellSouth such further amounts as would have been necessary so that the aggregate net amount received by BellSouth after deduction or withholding of any Taxes, shall be the same amount as would have been received by BellSouth if there had been no requirement to deduct or withhold any Taxes.

D. Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers

E. In the event a Tax is assessed against BellSouth that is solely the responsibility of Customer and Customer desires to protest assessment, Customer shall submit to BellSouth a statement of the issues and arguments requesting that BellSouth grant Customer the authority to prosecute the protest in BellSouth's name. BellSouth's authorization shall not be unreasonably withheld. Customer shall finance, manage, control and determine the strategy for such protest keeping BellSouth informed of the proceedings. However, the authorization shall be periodically reviewed by BellSouth to determine any adverse impact on BellSouth, and BellSouth reserves the right to withdraw such authority at any time Upon notice by BellSouth that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings and may pursue damages, if appropriate, in accordance with Section 21.

F. In the event a Tax, which is the responsibility of Customer pursuant to this Agreement is assessed against BellSouth as part of a larger assessment against BellSouth (a "Common Imposition"), BellSouth shall give Customer written notice of the assessment. Customer shall timely respond to BellSouth as to whether it desires to protest such assessment. All joint protests shall be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests of Common Impositions shall be controlled and managed by BellSouth with consideration given to the input by Customer. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party shall timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the Party financing such protest. If BellSouth is the non-participating Party in a protest of a Common Imposition, Customer shall submit to BellSouth a statement of the issues and arguments requesting that BellSouth grant Customer the authority to prosecute the protest in BellSouth's name. BellSouth's authorization shall not be unreasonably withheld, however, BellSouth reserves the right to withdraw such authority at any time Upon notice by BellSouth that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings and may pursue damages, if appropriate, in accordance with Section XXI hereunder. Customer shall finance, manage, control and determine the strategy for such protest keeping BellSouth informed of the proceedings.

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

XIX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

> (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XIX shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

G. Force Majeure - In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Carrier, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved, either Party may petition the Commission for a resolution of the dispute However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXI. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXII. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party, or to an entity that assumes one hundred percent (100%) of the control of the Party, without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and the Assignor and Assignee shall be responsible for any charges resulting from the assignment, including, but not limited to, charges for records changes necessary to reflect the Assignee as the contracting party hereunder. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Carrier shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Carrier pays all bills, past due and current, under this Agreement, or (2) Carrier's assignee expressly assumes liability for payment of such bills.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the Parties shall negotiate in good faith to reformulate such invalid, illegal or unenforceable provision to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such remaining provisions hereof as may be valid without defeating the original intent of such provisions.

XXIV. Survival

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

XXV. Governing Law

Where applicable, this Agreement shall be governed by, and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and the appropriate state regulatory commission. In all other respects, this Agreement, including all claims in tort, contract, at law or in equity, shall be governed by and construed and enforced in accordance with, the laws of the State of Delaware or the State where the dispute arises, without regard to its conflict of laws principles.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

XXVIII. Notices

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

BellSouth Telecommunications, Inc.	**United States Cellular Corporation**
675 W Peachtree St N.E Suite 4300 Atlanta, GA 30375 Attn Legal Dept "Wireless" Attorney Fax number 404-614-4054	8410 W Bryn Mawr Suite 700 Chicago, IL 60642 Attn: Jim Naumann Fax number. (773) 399-4123 Contact number: (773) 399-7070 Email: Jim.Naumann@uscellular com
And	With copy to:
Assistant Director-Wireless Interconnection 600 North 19 St 8th Floor Birmingham, AL 35203 Fax number (205) 321-4702	Stephen P. Fitzell, Esquire c/o Sidley Austin Brown & Wood LLP Bank One Plaza 10 S Dearborn Street Chicago, IL 60603 Fax number (312) 853-7036

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

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

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability

XXIX Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

XXXII. Entire Agreement

This Agreement and its Attachments, attached hereto and incorporated herein by this reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement and Carrier acknowledges that and agrees that any and all amounts and obligations owed under prior agreements between the Parties shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services were provisioned or requested under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this

Agreement and those of an applicable tariff, the terms of this Agreement shall control.

Section XXXIII. Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

BellSouth Telecommunications, Inc.	**United States Cellular Corporation**
By:	By:
Name: Randy J. Ham	Name: MICHAEL IRIZARRY
Title: Assistant Director – Wireless Interconnection	Title: CTO / EVP - ENGINEERING
Date 11/03/04	Date: 10-15-04

[CCCS Amendment 31 of 38]

Attachment A

AFFILIATES

LICENSE HOLDER(S)

CORPORATE ENTITIES

ATTACHMENT A

Affiliates, Licensee and/or Corporate Entities*	Market Name	State	Call Sign
Jacksonville Cellular Telephone Company	Jacksonville	NC	KNKA756
Wilmington Cellular Telephone Company	Wilmington	NC	KNKA758
North Carolina RSA #4, Inc	Asheville	NC	KNKA482
North Carolina RSA #4, Inc.	NC RSA 2	NC	KNKQ338
Ohio State Cellular Phone Company, Inc.	NC RSA 3	NC	KNKN683
North Carolina RSA #4, Inc.	NC RSA 4	NC	KNKN601
North Carolina RSA No 6, Inc.	NC RSA 6	NC	KNKN473
USCOC of North Carolina RSA #7, Inc.	NC RSA 7	NC	KNKN755
North Carolina RSA #9, Inc.	NC RSA 8	NC	KNKN558
North Carolina RSA #9, Inc.	NC RSA 9	NC	KNKN663
North Carolina RSA #9, Inc.	NC RSA 10	NC	KNKN470
North Carolina RSA #9, Inc.	NC RSA 11	NC	KNKN855
North Carolina RSA #9, Inc.	NC RSA 12	NC	KNKN632
North Carolina RSA #9, Inc.	NC RSA 13	NC	KNKN774
North Carolina RSA #9, Inc.	NC RSA 14	NC	KNKN844
USCOC of South Carolina RSA #4, Inc.	SC RSA 4	SC	KNKN973
Tennessee RSA #4 Sub 2, Inc.	TN RSA 4	TN	KNKN790
United States Cellular Telephone Company (Greater Knoxville), L.P.	TN RSA 7	TN	KNKN824
United States Cellular Telephone Company (Greater Knoxville), L.P.	Knoxville	TN	KNKA309

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ATTACHMENT B

RATES

CMRS Local Interconnection Rates

B1.1

(Per Minute of Use)

All BellSouth States	TYPE 1 End Office Switched		Type 2A Tandem Switched		Type 2B Dedicated End Office
June 15, 2004 through current term of this Agreement, unless the FCC approves a rate other than that reflected herein	0 0007		0 0007		0 0007

B1.2

Mobile originated IntraMTA traffic over Type 1, Type 2A and Type 2B trunks, which terminate at BellSouth Tandems (Local or Access) and/or BellSouth End Offices, **without recording capability**, will be billed as follows

Carrier will be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over one-way outward or two way trunks Surrogate Usage for IntraMTA mobile originated Traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows

B1.2

Surrogate Usage Rates (per voice grade trunk level)

All BellSouth States	TYPE 1 End Office Switched		Type 2A Tandem Switched		Type 2B Dedicated End Office
June 15, 2004 through current term of this Agreement, unless the FCC approves a rate other than that reflected herein	$9 10		$9 10		$6 30

ATTACHMENT C

Meet Point Billing Option

A. Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 through 49 and 167 through 170 of the EMI record.

B. For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Transit Traffic when both the originating and terminating parties participate in MPB with BellSouth. BellSouth shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section VIII C will apply and this Section VIII shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for all costs and charges incurred by BellSouth under Section VIII C.

C. Information required from carriers participating in MPB with BellSouth includes, but is not limited to:

(i) Regional Accounting Office code (RAO)
(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, BellSouth will only render a bill to Carrier.
(iii) a unique Access Carrier Name Abbreviation (ACNA)

(iv) Percent Interstate Usage
(v) Percent Local Usage
(vi) 800 Service Percent Interstate Usage or default of 50%
(vii) Billing Interconnection Percentage
(viii)Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to.

D. A default Billing Interconnection Percentage (BIP) of **0% BellSouth** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

E. MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only Such traffic will be for NPA/NXX codes associated with a point of interconnection (POI) with a Common Language Location Identification (CLLI) that sub-tends a BST tandem and physically resides within BSTs service area. Parties utilizing MPB must subscribe to tandem level interconnections with BellSouth and must deliver all Transit Traffic to BellSouth over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch Common Language Location Identification (CLLI) Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section VIII C When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, the dominant rate center will be applied to the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic

F. In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.

G. Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section VIII C of this Agreement for Carrier originated Transit Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.

H. Exchange of records will begin no earlier than ninety days (90) from the later of the date the contract is signed or the date that all necessary information as defined in Section VIII C above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the $.003 per minute Transit Charge (or such other rate ordered by the state), and Third Party Termination Charges shall not apply. Notwithstanding the foregoing, in the event Carrier utilizes BellSouth's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from BellSouth as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, BellSouth shall have the right to bill and collect from Carrier any amounts BellSouth pays to the Third Party Carrier for termination of Carrier's Transit Traffic. MPB as described in this Attachment C assumes the Carrier will make commercially reasonable best efforts to enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur for delivering Carrier's Transit Traffic.

I. Notwithstanding anything to the contrary in this Attachment C, to the extent Carrier and BellSouth are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this Attachment C and the compensation payable hereunder shall control.