



COMMUNICATIONS SOLUTIONS

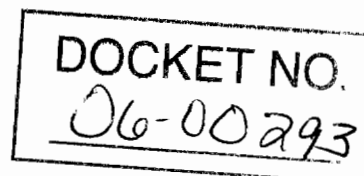
300 Bland Street, P. O. Box 770, Bluefield, WV 24701  
www.FrontierOnline.com

T.R.A. DOCKET ROOM

|             |          |
|-------------|----------|
| PAID T.R.A. |          |
| Chk #       | 56020697 |
| Amount      | 75.00    |
| Rcvd By     | SS       |
| Date        | 11/27/06 |

November 20, 2006

Chairman Sara Kyle  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505



Dear Chairman Kyle:

**Re: Interconnection Agreement – CTC-TN & CTC-VS  
and Cellular South, Inc.**

Enclosed for TRA approval are an original and 14 copies of an Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC, Citizens Telecommunications of the Volunteer State, LLC, and Cellular South, Inc.

Also included are our Disaster Recovery Plan and a seventy-five dollar check (\$75.00) to cover the filing fee.

Please date stamp the additional copy of the Agreement and return in the enclosed envelope.

If you have any questions, please call me at 304.325.1216.

Sincerely,

J. Michael Swatts  
State Government Affairs Director

Enclosures

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
FOR COMMERCIAL MOBILE RADIO SERVICES**

**Between**

**Citizens Telecommunications Company of Tennessee Inc.  
Citizens Telecommunications Company of the Volunteer State, Inc.**

**and**

**Cellular South, Inc.  
Cellular South Licenses, Inc.**

---

**Dated: \_May 1, 2006**

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
FOR COMMERCIAL MOBILE RADIO SERVICES**

TABLE OF CONTENTS

|                                                                 | <u>Page</u> |
|-----------------------------------------------------------------|-------------|
| SECTION 1. DEFINITIONS .....                                    | 1           |
| SECTION 2. INTERCONNECTION.....                                 | 2           |
| SECTION 3. TESTING AND TROUBLE RESPONSIBILITIES .....           | 4           |
| SECTION 4. INTERCONNECTION FORECASTING .....                    | 5           |
| SECTION 5. USE OF FACILITIES AND SERVICES .....                 | 6           |
| SECTION 6. CHARGES FOR FACILITIES AND ARRANGEMENTS.....         | 6           |
| SECTION 7. CHARGES & PAYMENTS.....                              | 8           |
| SECTION 8. AUDIT .....                                          | 9           |
| SECTION 9. TERM AND TERMINATION OF AGREEMENT .....              | 9           |
| SECTION 10. CONFIDENTIALITY AND PUBLICITY .....                 | 10          |
| SECTION 11. LIMITATION OF LIABILITY .....                       | 11          |
| SECTION 12. INDEMNITY .....                                     | 11          |
| SECTION 13. INSURANCE .....                                     | 12          |
| SECTION 14. DISCLAIMER OF WARRANTIES .....                      | 13          |
| SECTION 15. AMENDMENT OF AGREEMENT .....                        | 13          |
| SECTION 16. WAIVERS .....                                       | 14          |
| SECTION 17. NOTICES AND DEMANDS .....                           | 14          |
| SECTION 18. ASSIGNMENT .....                                    | 14          |
| SECTION 19. DISPUTE RESOLUTION.....                             | 15          |
| SECTION 20. ENTIRE AGREEMENT.....                               | 15          |
| SECTION 21. CONTROLLING LAW .....                               | 15          |
| SECTION 22. EXECUTED IN COUNTERPARTS .....                      | 15          |
| SECTION 23. HEADINGS .....                                      | 15          |
| SECTION 24. FORCE MAJEURE.....                                  | 15          |
| SECTION 25. REGULATORY APPROVALS .....                          | 16          |
| SECTION 26. SEVERABILITY .....                                  | 16          |
| SECTION 27. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES ..... | 16          |

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
FOR COMMERCIAL MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 1st day of May, 2006 by and between Citizens Telecommunications Company of Tennessee and Citizens Telecommunications Company of the Volunteer State, Inc., with offices at 180 South Clinton Avenue, Rochester, New York 14646, (collectively referred to herein as "Frontier"), and Cellular South, Inc. and Cellular South Licenses, Inc., Mississippi corporations, with their offices at 125 S. Congress, Suite 1000, Jackson, Mississippi 39201 (collectively referred to herein as the "Carrier"). Carrier and Frontier may also be referred to herein collectively as the "Parties" and singularly as a "Party."

**WITNESSETH:**

Frontier is an authorized telecommunications carrier engaged in providing 2-way telecommunications service in the state of Tennessee; and

Carrier is an authorized telecommunications carrier engaged in providing Commercial Mobile Radio Service in the state of Tennessee; and

Frontier and Carrier desire to interconnect their facilities and interchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Section 251(c)(2);

In consideration of their mutual agreements, Frontier and Carrier agree as follows:

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

COMMERCIAL MOBILE RADIO SERVICE ("CMRS") – Has the meaning set forth in 47 U.S.C. § 332.

END OFFICE -- The Frontier central office trunking/switching entity.

END USER CUSTOMER – means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties.

LAND TO MOBILE – Calls from Frontier's landline End User Customers to Carrier's End User Customers or network.

LOCAL TRAFFIC -- means traffic exchanged between Frontier and Carrier within a local calling area. (1) The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system or from the End User Customers of Carrier and interchanged with Frontier for delivery in Frontier's exchange areas in the same MTA. (2) Frontier's local calling areas, as defined by Frontier tariffs, will be used to define the local calling area for all telecommunications traffic originated on the system of Frontier and interchanged with Carrier for delivery in the same MTA. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call.

MAJOR TRADING AREA ("MTA") -- Defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123<sup>rd</sup> Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the rules of the Federal Communications Commission ("FCC").

MEET POINT – Is a Point of Interconnection between the Parties' networks designated by the Parties at which one Party's responsibility for service begins and the other Party's responsibility ends.

MOBILE TO LAND -- Calls from Carrier's End User Customers to Frontier's End User Customers.

**MOBILE SWITCHING OFFICE ("MSO")** – The Mobile Switching Office utilized by Carrier in performing originating and terminating functions for calls interchanged between Carrier's customer and the public switched telephone network ("PSTN").

**POINT OF INTERCONNECTION (POI)** -- Point of Interconnection means the physical location(s) at which the Parties' networks meet and the exchange of Local Traffic takes place.

**SERVICE AREA** -- Service Area is defined as the geographic area in which Frontier or Carrier is authorized by the FCC to provide Telecommunications Services.

**TELECOMMUNICATIONS SERVICE** – Has the meaning set forth in 47 U.S.C. § 153(51).

**TOLL BILLING EXCEPTION (TBE)** -- A service which restricts operator assisted (0-, 0+) Land To Mobile calls from being sent on a collect (charged to mobile line) basis.

**TANDEM OFFICE** – Frontier's switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to subtending End Offices.

**TANDEM TRANSIT SERVICE** – Is the delivery of certain traffic between a Party ("Transiting Party") and a third party ILEC, CLEC or CMRS provider via facilities provided by the other Party ("Transited Party") where Telecommunications Service(s) trunks exist between the Transiting Party and the third party through the Transited Party's tandem. The following traffic types will be delivered where the Transited Party carries such traffic: (i) Local Traffic originated from the Transiting Party and delivered to the third party for termination; and (ii) Local Traffic originated from the third party and delivered to the Transiting Party for termination.

**TYPE 2A INTERCONNECTION ("Type 2A")** – The connection between Carrier's network and a Frontier Tandem Office. Type 2A Interconnection provides connectivity to all of Frontier's End Offices subtending the Tandem Office.

**TYPE 2B INTERCONNECTION ("Type 2B")** – A connection between Carrier's network and a Frontier End Office only. Frontier will not complete any call from Carrier to customers not served by the specified Frontier End Office for Type 2B and will not originate any calls from customers not served by the Frontier End Office and its subtending remotes for Type 2B.

## **SECTION 2. INTERCONNECTION**

2.1 The Parties will interconnect their networks by designating a POI at any technically feasible point on Frontier's network. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party.

2.1.1 For direct Interconnection, a POI is required at one or more of the following locations:

- a) Type 2A - POI at the Frontier Tandem Office, where available, which will provide switched interconnection to Frontier end users served by subtending host and remote End Offices;
- b) Type 2B - POI at the Frontier End Office, which will provide switched interconnection to Frontier end users served by that host office and subtending remote offices.

2.1.2 For indirect interconnection where either Party's traffic may be transited through one or more intermediaries for interconnection with the other Party's system before reaching Frontier's End Office or Carrier's MSO, the POI will be deemed to be on Frontier's network at its local exchange boundary where its trunks share a Meet Point with an intermediary or third party tandem provider.

- 2.1.3 In order for Carrier to establish a POI, a request will need to be submitted using the POI Request Form located at [www.frontieronline.com](http://www.frontieronline.com)
- 2.2 All interchanged traffic will be handled only over direct or indirect interconnecting facilities as described herein.
  - 2.2.1 The types of direct interconnections offered under this Agreement will be designated as Type 2A and Type 2B, as defined in Section 1.
- 2.3 In the event traffic is exchanged indirectly with Carrier, indirect Local Traffic will be subject to Reciprocal Compensation as described herein.
  - 2.3.1 In the event traffic volumes exceed a DS1 level (512 centum call seconds or CCS) when measured at the busy hour at least fifteen (15) times per month over a three (3) month period, the Parties will jointly work to establish one or more direct interconnection(s) pursuant to this Section 2.
  - 2.3.2 If Carrier provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or an applicable regulatory authority approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will route and rate traffic to Carrier's NPA-NXX as an EAS call or pursuant to an optional calling plan.
  - 2.3.3 Each Party shall reciprocally terminate on its network Local Traffic originating from the other Party's network. A terminating Party shall have no obligation to compensate the third party transit provider for transit traffic originating from the other Party.
- 2.4 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier be required to modify its network to accommodate the interconnection request made by Carrier, Carrier agrees to pay Frontier reasonable charges for such modifications. If Carrier uses a third party network to reach the POI, Carrier will bear all third party charges for facilities and traffic in both directions on its side of the POI.
- 2.5 If necessary, trunking arrangements shall be established as follows:
  - 2.5.1 Separate trunk groups for the exchange of Local Traffic.
  - 2.5.2 Separate trunk groups to be used solely for the transmission and routing of access services to enable interexchange carriers to originate and terminate traffic from/to Carrier. This trunk group is only required if Carrier connects to a Frontier Tandem Office.
  - 2.5.3 Separate trunk groups for the exchange of transit traffic. This trunk group is only required if Carrier connects to a Frontier Tandem Office.
  - 2.5.4 Carrier's services as an interexchange service provider are subject to Frontier's access tariffs.
  - 2.5.5 Where applicable, separate trunks connecting Carrier's switch to Frontier's E911 routers. If Carrier purchases such services from Frontier, services will be provided at applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

2.6 The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.7 Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be reciprocal compensation, if applicable, and/or Transit Service charges where a Frontier Tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per industry standards, and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Frontier's Local Service Provider Guide.

2.8 Frontier's End Office switches will not function as a tandem for traffic originating from or terminated to Carrier's system nor will Carrier's MSO function as a tandem for traffic originating from or terminated to Frontier's network.

2.9 This Agreement is applicable only to Frontier's incumbent local exchange serving areas as defined in Frontier's tariffs. Frontier will not be responsible for interconnections or services relating to Carrier's interconnection with any other Carrier.

### **SIGNALING SYSTEMS AND ADMINISTRATION**

2.10 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 Bell Communications Research Specification of Signaling Systems 7 (SS7)" and GR-905, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks; provided use of SS7 signaling allows for measurement of Land To Mobile and Mobile To Land traffic. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and Carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.11 The electrical interface at POI(s) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end.

2.11.1 Frontier and Carrier will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.12 If a Carrier End User Customer ports a number from Carrier to another carrier and Frontier routes a call to that ported number to Carrier, Carrier will route the call to the new carrier and may assess Frontier a charge not to exceed Frontier's charge for a non-queried call.

### **SECTION 3. TESTING AND TROUBLE RESPONSIBILITIES**

3.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their service provider.

3.2 The Parties agree to:

- 3.2.1 Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
  - 3.2.2 Provide trained personnel to work with each other's technicians.
  - 3.2.3 Promptly notify each other when there is any change affecting the service requested or provided, including the date service is to be started or terminated.
  - 3.2.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are appropriately placed in service.
  - 3.2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to the other Party.
  - 3.2.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
  - 3.2.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 3.3 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
- 3.3.1 No trouble is found in the interconnection trunks; or
  - 3.3.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
  - 3.3.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.
- 3.4 Billing for maintenance service is based on Frontier's respective tariff. If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

#### **SECTION 4. INTERCONNECTION FORECASTING**

- 4.1. If directly interconnecting, semi-annually Carrier will provide Frontier a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
- 4.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.
- 4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The grade of service for all final facilities between Frontier and Carrier will be engineered to achieve P.01 grade of service.

## **SECTION 5. USE OF FACILITIES AND SERVICES**

5.1 The interconnecting facilities established pursuant to this Agreement will be used only for the handling of interchanged traffic originating or terminating on Carrier's network in connection with Carrier's services. This Agreement is applicable only to Frontier's local serving areas within Carrier's MTA. Frontier will not be responsible for interconnections or contracts relating to Carrier's interconnection with any other LEC.

5.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone or from a landline telephone to an Internet Service Provider. The only exception is when Carrier's end-user "call forwards" to a landline telephone.

5.3 Connecting circuits, facilities and arrangements provided to Carrier by Frontier will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

5.4 Each Party is solely responsible for the services it provides to its End User Customers and to other telecommunications carriers.

## **SECTION 6. CHARGES FOR FACILITIES AND ARRANGEMENTS**

6.1 Reciprocal Termination Charges. This form of reciprocal compensation charging is usage sensitive in which each Party assesses the other usage-sensitive charges for the termination of traffic on each other's system. Reciprocal compensation charges are assessed on a per minute basis in accordance with this Agreement.

6.1.1 Land to Mobile calls originated by Frontier's End User Customer :

a) Local Traffic as defined in Section 1 - reciprocal compensation applies.

6.1.2 Mobile to Land calls originated by Carrier's End User Customer or network where call terminates to Frontier's network :

a) Local Traffic as defined in Section 1 - reciprocal compensation applies.

6.1.3 The rates in this Section 6 constitute compensation to the Parties for both the transport and termination of Local Traffic interchanged between them.

|                            |                    |
|----------------------------|--------------------|
| Mobile To Land per minute* | <u>\$0.011</u>     |
| Land To Mobile per minute  | <u>\$0.011</u>     |
| Other traffic**            | Access rates apply |
| Indirect Traffic           | \$0.011            |

- \*Limited in application to calls originating from Carrier's End User Customers or Carrier's network within the MTA and terminating at a point in a Frontier exchange area within the MTA.
- \*\*Includes but is not limited to Mobile To Land calls terminating at a point in a Frontier's exchange area but which did not originate on Carrier's network within the MTA.

6.2 Reciprocal Transport Charges. Each Party is solely responsible for the provision of transport facilities necessary for the carriage of interchanged traffic between the POI and points within its own network and for all costs of delivering traffic to the POI; provided, however, that Frontier shall have no responsibility for delivering traffic to a MSO located at any point outside of a Frontier's local exchange area or boundary.

6.3 In the event Carrier's customer is roaming in another MTA and/or on another cellular system and such call is routed over Carrier's own interMTA facilities rather than through an interexchange carrier and terminates on Frontier's network, Carrier will route such traffic over the interMTA trunk group and will be charged tariffed access charges by Frontier. In the event an interexchange carrier is used to route traffic to Carrier, then the interexchange carrier will be charged tariffed access charges and Carrier will not be charged by Frontier.

6.4 In the absence of an agreement between Carrier, Frontier and other local exchange carriers in the MTA in which Carrier's network is located, Frontier has no obligation to deliver Land to Mobile calls to points in the MTA in which Carrier's network is located that are beyond Frontiers' local exchange areas.

6.5 Billing by either Party for calls to be terminated on its network will begin at trunk seizure and will end at time of call disconnect.

6.6 Minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each End Office, Tandem Office, or MSO for billing purposes.

6.7 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements enabling each Party to provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

6.8 Carrier will provide accurate Jurisdictional Identification Parameter ("JIP") and Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, Carrier agrees to pay the applicable intrastate terminating access charges for such traffic.

6.9 When measurement capabilities are not available in one Party's End Office, Tandem Office, or MSO the Parties will utilize the measurement records of the Party with the ability to capture and record terminating Local Traffic. In the event actual traffic measurements are not available, the Parties will assume that 70% of the traffic is Mobile to Land and that 30% of the traffic is Land to Mobile.

6.10 When measurement capabilities or records are not available in either Party's End Office, Tandem Office, or MSO and the Parties have directly interconnected, the following assumed minutes will apply to charges for reciprocal compensation for Local Traffic directly exchanged between the Parties: a total of 5,000 minutes of use per month for each voice grade connecting circuit and 120,000 minutes of use each month for each DS-1 connecting circuit. These assumed minutes of use will be billed in accordance with terms and conditions of this Agreement. Carrier shall assume 60% ownership of the assumed minutes. When measurement capabilities or records are not available and the Parties have indirectly interconnected, the Parties will utilize historical traffic volumes to bill for exchanged traffic or estimated traffic volumes to bill for exchange traffic. The applicability of this arrangement referenced in this paragraph may be altered or terminated at any time once either Party has the ability to record actual minutes of use or an alternative method can be established.

6.11 Carrier shall compensate Frontier for Transit Service as follows if at any time in the future carrier will be installing a tandem for transiting, carrier has ability to request for a renegotiation of the agreement.]

6.12. Carrier shall compensate Frontier for Tandem Service as follows:

6.12.1 Carrier shall pay Frontier a Tandem Transit Service charge for Tandem Transit Service originated by Carrier to any third party carrier, or terminated to Carrier from a third-party Incumbent Local Exchange Carrier.

6.12.2 Each Party acknowledges that the Transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

6.12.3 Transit Service Charge \$0.0061854/minute

## **SECTION 7. CHARGES & PAYMENTS**

7.1 In consideration of the services provided by Frontier under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Frontier shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:

Cellular South, Inc.  
125 S. Congress, Suite 1000  
Jackson, MS 39201  
Attention: Brian Jones

To Frontier:

Frontier, A Citizens Communications Company  
Attention: Jeff Wiebers Access Verification  
14500 Burnhaven Dr. Suite 193  
Burnsville, MN 55306

7.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

7.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

7.3.1 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 "Billed Party") shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

7.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

7.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in the following subsection.

7.3.4 Undisputed amounts shall be paid when due as set forth above. If any portion of the payment is not received, or is received by the Billing Party in funds that are not

immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum rate allowed by law, whichever is less.

7.4 Both Parties shall use the Dispute Resolutions Procedures as described in Section 17 to resolve any disputes under this Section.

7.5 The Billing Party may disconnect or discontinue providing any and all services provided pursuant to this Agreement for failure by the Billed Party to make full payment, less any disputed amount as provided for herein, for the relevant services provided under this Agreement within sixty (60) calendar days following the payment due date. The Billing Party will comply with any applicable regulatory notification requirements associated with discontinuing service and will notify the Billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges and late fees, shall become due.

## **SECTION 8. AUDIT**

8.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, either Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Party's billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than sixty (60) days after notice thereof to such other Party.

8.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is identified in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in the Dispute Resolution Section of this Agreement.

8.3 Each Audited Party shall reasonably cooperate in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

8.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

8.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

8.6 Upon (i) the discovery by either Party of overcharges or undercharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment or underpayment together with interest thereon at a rate of 1.5% per month, or the maximum rate allowed by law.

## **SECTION 9. TERM AND TERMINATION OF AGREEMENT**

9.1 This Agreement shall be deemed effective upon execution and subject to approval by the applicable regulatory authority ("Effective Date"); however, the Parties shall implement the provisions of this Agreement upon execution by both Parties.

This Agreement will continue for a period of one (1) year from the Effective Date unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for

successive periods of one (1) year after the initial term unless either Party provides the other Party with written notification of its intent to terminate this Agreement no less than ninety (90) days prior to the end of the initial term or any renewal term. Either Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) days prior to the expiration of the initial or any successive renewal term. The date of this notice will be the starting point for the negotiation window under section 252 of the Act.

9.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

## **SECTION 10. CONFIDENTIALITY AND PUBLICITY**

10.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiation and term of this Agreement will be protected by both Parties in accordance with the terms described herein.

10.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier Proprietary." Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

10.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

10.3.1 Each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

10.3.2 It limits access to such Proprietary Information to its employees, agents, and representatives who are directly involved in the consideration of the Proprietary Information and informs its employees, agents, and representatives who have access to such Proprietary Information of its duty not to disclose; and

10.3.3 Upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

10.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

10.4.1 Is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

10.4.2 Was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

10.4.3 Was disclosed to the receiving Party by a third party who was free of any obligation of confidentiality to the disclosing Party; or

- 10.4.4 Is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed to in writing by the Parties; or
- 10.4.5 Is approved for release by written authorization of the disclosing Party; or
- 10.4.6 Is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or
- 10.4.7 Is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

10.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

10.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, trademark, or service mark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

10.7 All publicity regarding this Agreement is subject to the Parties' prior written consent.

10.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

## **SECTION 11. LIMITATION OF LIABILITY**

11.1 EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY LOSS RELATING TO OR ARISING OUT OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING (WITHOUT LIMITATION) NEGLIGENCE OF ANY KIND, SHALL BE LIMITED TO THE TOTAL AMOUNT THAT IS OR WOULD HAVE BEEN CHARGED TO THE OTHER PARTY BY SUCH BREACHING PARTY FOR THE SERVICE(S) OR FUNCTION(S) NOT PERFORMED OR IMPROPERLY PERFORMED.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

11.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

## **SECTION 12. INDEMNITY**

12.1 Each Party will defend, indemnify, and hold harmless the other Party from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

12.2 Each Party will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontier or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation hereunder will be to the extent of infringement by the indemnifying Party.

12.3 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by that Party, said Party shall defend and indemnify the other Party and its officers, directors, employees and agents against any and all such claims or loss by such Party's End User Customers.

12.4 The indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

### **SECTION 13. INSURANCE**

13.1 In the event the Parties are directly interconnecting their Facilities, Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

(i) Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("**x, c, u**") will be included.

(ii) Business Automobile Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property

damage, covering any automobile used and or operated by, or on behalf of the Carrier on Frontier's Real Property.

(iii) Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit.

(iv) Excess Liability Insurance with a minimum limit of \$10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance.

(v) Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Frontier's property or located at or used at Frontier's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier in connection with any damage covered by the policy.

(vi) Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to Frontier. The insurance companies referenced on such evidence will give the Licensor at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

(vii) All insurance must be in effect on or before the occupancy date and shall remain in force as long as Carrier's facilities remain within any spaces governed by this Agreement. If Carrier fails to maintain the coverage, Frontier may pay the premiums thereon and Carrier shall reimburse Frontier for such payments.

#### **SECTION 14. DISCLAIMER OF WARRANTIES**

14.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT FRONTIER HAS MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Frontier, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Frontier, except to the extent necessary for Carrier to use any facilities or equipment (including software) or to receive any service provided by Frontier under this Agreement.

14.3 It is the express intent of the Parties that each Party be solely responsible for all claims of its End User Customers, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End User Customers.

#### **SECTION 15. AMENDMENT OF AGREEMENT**

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.

#### **SECTION 16. WAIVERS**

16.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is 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 either 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 any such terms, 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.

## **SECTION 17. NOTICES AND DEMANDS**

17.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

For Carrier and Frontier, addressed as follows:

CELLULAR SOUTH, INC.  
ATTN: BRIAN JONES  
125 S. CONGRESS, SUITE 1000  
JACKSON, MS 39201  
TELEPHONE: (601) 355-1522  
Fax: (601) 974-7316

FRONTIER, A CITIZENS COMMUNICATIONS COMPANY  
ATTN: KIM CZAK DIRECTOR CARRIER SERVICES  
180 S CLINTON AVE  
ROCHESTER, NY 14646  
TELEPHONE: (585) 777-7124  
FACSIMILE: (585) 424-1196

With a copy to:

W. Ken Rogers, Jr.  
Brunini, Grantham, Grower & Hewes, PLLC  
248 E. Capitol, Suite 1400  
Jackson, MS 39201  
Telephone: (601) 948-3101  
Facsimile: (601) 960-6902

Frontier, A Citizens Communications Company  
ATTN: Kevin Saville, Associate General Counsel  
2378 Wilshire Blvd  
Mound, MN 55364  
Telephone: (952) 492-5564  
Facsimile: (952) 491-5515

AND

Frontier, A Citizens Communications Company  
ATTN: Julie Thompson, Interconnection Mgr.  
14450 Burnhaven Drive  
Burnsville, MN 55306  
Telephone: (952) 435-1387  
Facsimile: (952) 435-1126

17.2 If personal delivery is selected to give notice, a receipt of such delivery will be obtained. The address to which such notices or communications may be given by either Party may be changed by written notice given by such Party to other Party to the other as provided herein.

## **SECTION 18. ASSIGNMENT**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control, which is licensed or certificated, to provide the same services provided by the assignor in the same geographic area; without the consent of the other Party, but with

thirty (30) days notice to the other Party. 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.

#### **SECTION 19. DISPUTE RESOLUTION**

19.1 The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event that the Parties shall be unable to resolve a default or other dispute within sixty (60) days of a Party's first notification to the other Party of the dispute, either Party may submit the matter to the applicable Commission or another mutually agreed upon mediator for non-binding mediation. If mediation is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute, or to an appropriate court having jurisdiction over the Parties and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

19.2 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

#### **SECTION 20. ENTIRE 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, and neither Party will 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.

#### **SECTION 21. CONTROLLING LAW**

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the applicable regulatory authority rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state in which this Agreement is performed, without regard to its conflicts of laws principles, shall govern.

#### **SECTION 22. EXECUTED IN COUNTERPARTS**

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.

#### **SECTION 23. HEADINGS**

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

#### **SECTION 24. FORCE MAJEURE**

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

24.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

24.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;

24.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

24.4 Labor difficulties, such as strikes, picketing or boycotts;

24.5 Delays caused by other service or equipment vendors; or

24.6 Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

## **SECTION 25. REGULATORY APPROVALS**

25.1 This Agreement, and any amendment or modification hereof, will be submitted to the applicable Commission for approval in accordance with Section 252 of the Act. In the event any Commission of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. The Parties jointly agree to cooperate in the filing of this Agreement and share equally the expenses associated with obtaining Commission approval.

25.2 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

25.3 In the event the FCC or the applicable regulatory authority promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth herein.

25.4 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. By signing this Agreement, the Parties do not waive their right to pursue a challenge to such orders.

## **SECTION 26. SEVERABILITY**

Subject to Section 25, Regulatory Approval, if any part of this Agreement 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.

## **SECTION 27. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES**

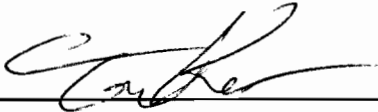
27.1 Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

27.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

The Parties thereto have caused this Agreement to be executed by their authorized representatives on the dates set forth below:

For Cellular South, Inc. Cellular South Licenses, Inc.:  
Cellular South Licenses, Inc.:

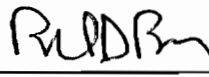
For Citizens Telecommunications Company of  
Tennessee Inc. and Citizens  
Telecommunications Company of the Volunteer  
State, Inc.:

By: 

Typed: Tony Kent

Title: Vice President

Date: \_\_\_\_\_

By: 

Typed: Richard Burson

Title: SVP Revenue Assurance REP

Date: 11/6/06

# Disaster Recovery Plan

| <b><u>CONTENTS</u></b>                                            | <b><u>PAGE</u></b> |
|-------------------------------------------------------------------|--------------------|
| 1.0 Purpose                                                       | 2                  |
| 2.0 Single Point of Contact                                       | 2                  |
| 3.0 Identifying the Problem                                       | 2                  |
| 3.1 Site Control                                                  | 3                  |
| 3.2 Environmental Concerns                                        | 3                  |
| 4.0 Restoration Control Center (RCC)                              | 4                  |
| 5.0 Recovery Procedures                                           | 5                  |
| 5.1 CLEC Outage                                                   | 5                  |
| 5.2 Citizens Communications Outage                                | 6                  |
| 5.2.1 Loss of Central Office                                      | 6                  |
| 5.2.2 Loss of a Central Office with Serving Wire Center Functions | 6                  |
| 5.2.3 Loss of a Central Office with Tandem Functions              | 7                  |
| 5.2.4 Loss of a Facility Hub                                      | 7                  |
| 5.3 Combined Outage (CLEC and Citizens Communications Equipment)  | 7                  |
| 6.0 T1 Identification Procedures                                  | 8                  |
| 7.0 Acronyms                                                      | 8                  |
| 8.0 Hurricane Information                                         | 8                  |
| 9.0 Citizens Communications Management Plan                       | 8                  |

### **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects Citizen Communications long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

### **2.0 SINGLE POINT OF CONTACT**

When a problem is experienced, regardless of the severity, the Citizens Communications Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of Citizens Communications' network; and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes.

Citizens Communications NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact Citizens Communications Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the Citizens Communications Network Operations Center is 800-722-0288.

### **3.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Citizens Communication equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the Citizens Communications NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume.

### **3.1 SITE CONTROL**

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example: If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### **3.2 ENVIRONMENTAL CONCERNS**

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control.

#### **4.0 RESTORATION CONTROL CENTER (RCC)**

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the VP / GM Tennessee. It is the VP / GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the VP / GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral.

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times.

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.

The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below:

---

1. Field Operations
2. Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support / Customer Contact
5. Public and External Affairs

The RCC is supported by the functional staff from the following departments:

1. Human Resources
2. Supply
3. Security
4. Building / Vehicles / Energy
5. Planning
6. External / Public Affairs
7. Engineering – OSP
8. Finance
9. Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the Citizens Telecommunications Company of Tennessee Emergency Program to ensure its functionality is in accordance with current Citizens Policies and Practices

Each member of the RCC will have a Citizens Communications call out manual for the state and their area of responsibility that will contain the following:

1. Names and telephone numbers of their support personnel.
2. Names of contacts for materials.
3. List of emergency equipment locations such as generators.
4. Any specialized information needed for them to perform their mission.

## **5.0 RECOVERY PROCEDURES**

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how Citizens Communications will proceed with restoration is whether or not Citizens Communications' equipment is incapacitated. Regardless of whose equipment is out of service, Citizens Communications will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to One CLEC (or a building with multiple CLECs), Citizens Communications has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Citizens Communications can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Citizens Communications having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Citizens Communications' resolve to re-establish traffic to the original destination as quickly as possible.

## **5.2 CITIZENS COMMUNICATIONS OUTAGE**

Because Citizens Communications' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Citizens Communications equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of Citizens Communications' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Citizens Communications' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration

### **5.2.1 Loss of a Central Office**

When Citizens Communications loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and /or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

### **5.2.3 Loss of a Central Office with Tandem Functions**

When Citizens Communications loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

#### **5.2.4 Loss of a Facility Hub**

In the event that Citizens Communications loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Restoring service to CLEC; and other customers. If necessary, Citizens Communications will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required.

#### **5.3 COMBINED OUTAGE (CLEC AND CITIZENS COMMUNICATIONS' EQUIPMENT)**

In some instances, a disaster may impact Citizens Communications' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Citizens Communications and the CLECs will be utilizing temporary equipment, close coordination will be required.

#### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, Citizens Communications may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Citizens Communications may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and

providing the information to the Carriers is required.

## **7.0 ACRONYMS**

|      |                                                      |
|------|------------------------------------------------------|
| CO   | Central Office (Citizens Communications)             |
| DS3  | Facility that carries 28 T1s (672 Circuits)          |
| CLEC | Competitive Local Exchange Carrier                   |
| NOC  | Network Operations Center                            |
| RCC  | Restoration Control Center                           |
| SWC  | Serving Wire Center (Citizens Communications switch) |
| T1   | Facility that carries 24 circuits                    |

## **8.0 HURRICANE INFORMATION**

During a hurricane, Citizens Communications will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout Citizens Communications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages, and dispatch conditions, etc.

## **9.0 CITIZENS COMMUNICATIONS DISASTER MANAGEMENT PLAN**

Citizens Communications maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.