

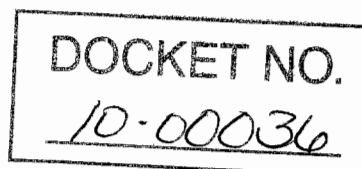


338 Cumberland Avenue
P.O. Box 609
Pikeville, TN 37367
Phone: (423) 447-2121
Fax: (423) 447-2498
www.bledsoe.net

RECEIVED
2010 MAR 11 PM 12:37
T.R.A. DOCKET ROOM

March 10, 2010

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



Re: Petition for Approval of Traffic Exchange Agreement between Bledsoe Telephone Cooperative Corporation, Inc., and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility.

Dear Chairman Kyle:

Transmitted herewith is a "Petition for Approval of Traffic Exchange Agreement" ("Petition") by the Tennessee Regulatory Authority. An original and 13 copies of the Petition are enclosed. Also enclosed is an additional copy of the Petition which I would appreciate your office staff stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee.

Please feel free to contact me if there are any questions in regards to this filing.

Sincerely,

A handwritten signature in cursive script that reads "Gregory L. Anderson".

Gregory L. Anderson
General Manager

rfs

c: file

William Brown -- AT&T Mobility

C O O P E R A T I V E

Before the
TENNESSEE REGULATORY AUTHORITY
Nashville, TN

RECEIVED

2010 MAR 11 PM 12:37

T.R.A. DOCKET ROOM

In Re:

Petition for Approval of Interconnection)
Agreement between Bledsoe Telephone)
Cooperative Corporation, Inc. and New)
Cingular Wireless PCS, LLC d/b/a AT&T)
Mobility)

Docket No. 09_____

PETITION FOR APPROVAL OF TRAFFIC EXCHANGE AGREEMENT

Bledsoe Telephone Cooperative Corporation, Inc. ("Bledsoe") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of an "Interconnection Agreement" dated January 1, 2010 (the "Agreement"), negotiated between Bledsoe and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("Mobility") under Sections 251 and 252 of the Telecommunication Act of 1996 (the "Act").¹ In support of its petition, Bledsoe states the following:

1. Bledsoe and MOBILITY (jointly "the Parties") have successfully negotiated the Agreement which sets forth the terms and conditions under which the companies agree to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the "Act" and as described in the "Agreement". A copy of the "Agreement" is attached to this petition and incorporated in this document by reference.

2. In accordance with Section 252(e) of the Act, Bledsoe submits the Agreement to the Authority for its review and approval. The terms of the Agreement became effective on January 1, 2010.

3. Section 252(e) of the Act provides that the Authority may either approve or reject the Agreement within ninety days of its submission for approval. The Act

¹ 47 USC Sections 251 and 252

further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of it discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

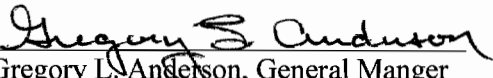
4. Bledsoe believes that the Agreement meets the standards for approval by the Authority.

5. As required by Section 252(i) of the Act and Section 51.809 of the Federal Communications Commission's rules,² Bledsoe will make the terms and conditions of the Agreement available to any requesting telecommunications carrier.

In view of the foregoing, Bledsoe requests that the Authority approve the Agreement negotiated by the Parties.

Respectfully submitted,

**BLEDSON TELEPHONE
COOPERATIVE CORPORATION, INC**

By: 
Gregory L. Anderson, General Manager

PO Box 609, 338 Cumberland Avenue
Pikeville, Tennessee 37367-0609
423-447-2121
March 1, 2010

² 47 CFR Section 51.809

INTERCONNECTION

AGREEMENT

BETWEEN

AND

NEW CINGULAR WIRELESS PCS, LLC

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INTERCONNECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Bledsoe Telephone Cooperative Corporations, Inc. ("Company"), a Tennessee corporation, and New Cingular Wireless PCS, LLC, a Delaware limited liability company on behalf of itself and its wireless operating affiliates d/b/a AT&T Mobility ("Mobility"), and shall be deemed effective when executed by both Parties. This Agreement may refer to either Company or Mobility as a "Party" or collectively as, the "Parties."

RECITALS

WHEREAS, Company is an Incumbent Local Exchange Carrier authorized to provide telecommunications services in the state of Tennessee (the "State"); and

WHEREAS, Mobility is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS service in the State; and

WHEREAS, the Parties intend for this Interconnection Agreement to be effective in, to apply to and to be filed for approval with the Commission; 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, Company and Mobility agree as follows:

I. DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

A. Act means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996 (Public Law 104-104 of the United States Congress effective February 8, 1996).

B. Commission is defined as the appropriate regulatory agency in the State.

C. Effective Date is the date of execution of this contract by both Parties.

D. Indirect Traffic means traffic which is originated by one Party and terminated to the other Party in which a third party carrier provides an intermediary transmission service.

E. InterMTA Traffic means telecommunications traffic between a Company and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

F. Local Traffic means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 51.707(b)(2).

H. Major Trading Area ("MTA") means the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation, as defined in 47 C.F.R. 24.202(a).

K. Transit Traffic originates on one Party's network, is carried through the other Party's network, and terminates to a third party telecommunications carrier's network.

II. TERM OF THE AGREEMENT

A. The term of this Agreement shall be two (2) years, beginning on the January 1, 2010.

B. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term.

C. If pursuant to Section IIB, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement.

D. For any interconnection arrangements between the Parties that may already be in place prior to the Effective Date of this Agreement, the Parties agree that, once this Agreement becomes effective, the previous interconnection arrangements shall be superseded in their entirety by this Agreement, and the rates contained herein shall be applied, from the Effective Date forward, to all such previous interconnection arrangements.

E. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. Default is defined to include:

(1) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

(2) Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

F. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

G. If upon expiration or termination of this Agreement other than pursuant to Section IIE, above, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein until such time as the latter agreement becomes effective; provided however, that if the Parties are unable to reach agreement within one hundred twenty (120) days after termination or expiration of this Agreement, then the Parties will exchange traffic pursuant to Bill & Keep arrangements. The Parties expressly agree that the terms, conditions and rates of the successor agreement shall not be retroactive but shall apply only on a going-forward basis.

III. LOCAL TRAFFIC COMPENSATION

A. The Parties each agree to terminate the other Party's Local Traffic in exchange for Mobility's paying to Company one thousand dollars (\$1000.00) per month.

IV. INTERMTA TRAFFIC COMPENSATION

A. The amount of InterMTA Traffic exchanged directly between the parties is *de minimis*. Therefore, there shall be no compensation for InterMTA Traffic.

V. THIS SECTION INTENTIONALLY LEFT BLANK

VI. METHODS OF INTERCONNECTION

A. Each Party to this agreement has the duty to interconnect directly or indirectly with the facilities and equipment of the other Party.

1. In addition to the methods of direct interconnection described in this Section V, the Parties acknowledge that they may also interconnect through indirect means; i.e., by connecting to a third party intermediary carrier that provides connectivity between the Parties.

B. In cases of direct interconnection by Mobility, reciprocal connectivity shall be established to at least one Company access tandem within every MTA Company serves, or Mobility may elect to interconnect directly at a Company end office for interconnection to end users served by that end office. In cases of direct interconnection by Company, reciprocal connectivity shall be established to at least one Mobility mobile switching center within every MTA Company serves.

C. Direct 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. Company and Mobility will provide out-of-band signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in 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.

D. In the event a Party directly interconnects via the purchase of facilities from the other Party, the appropriate Company intrastate tariff, as amended from time to time will apply.

E. A Party establishing one-way, direct interconnection facilities shall pay the entire non-recurring and recurring costs of those facilities to the point of interconnection on the other Party's network.

F. If two-way, direct interconnection trunks are established, applicable non-recurring and recurring charges for such facilities will be shared by the Parties based upon the Local Traffic ratio percentages shown in Exhibit 1 attached hereto.

- G.** In cases of Company tandem exhaust, Mobility may employ a Type 2B connection directly to the appropriate Company end office, and that Company will bear the entire non-recurring and recurring costs of such interconnection.

VII. BILLING

- A.** All charges under this Agreement must be billed within one (1) year from the time the charge was incurred. Charges not billed within one (1) year shall be waived and extinguished, and shall not be payable.
- B.** There shall be no billing for services provided prior to the January 1, 2010.

VIII. ACCESS TO 911/E911 EMERGENCY NETWORK

- A.** Company will route 911 calls received from Mobility to the emergency agency designated by Mobility for such calls.

IX. SS7

- A.** Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Mobility for Mobility's review.
- B.** Where available, Company agrees to provide carrier identification parameter (CIP) within Mobility's SS7 call set-up signaling protocol at no charge.
- C.** Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- D.** The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

X. 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. Company will provide written notice to Mobility 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.

(1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number must also be provided to facilitate event notifications for planned mass calling events.

(2) Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:

(a) Any cable or electronics outage that affects fifty percent (50%) or more of the in-service lines of a central office or one thousand (1,000) access lines, whichever is less with a duration of two (2) minutes or more.

(b) Toll or EAS isolation of an entire exchange with a duration of two (2) minutes or more.

(c) Any digital cross connect or fiber optic complete system failure lasting two (2) minutes or more.

B. Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.

C. The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged traffic. All CCS signaling parameters will be provided. 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.

D. 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.

E. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

F. Company will process Mobility maintenance requests at parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.

G. Company will ensure that all applicable alarm systems that support Mobility customers are operational and the support databases are accurate. Company will respond to Mobility customer alarms at parity with response to alarms for its own carrier customers.

H. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

XI. LIMITATION OF LIABILITY

A. Except as otherwise provided in this paragraph, 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 no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in

which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. This paragraph shall not limit in any way liability for damages arising from intentional torts.

B. 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 USAGES OF TRADE.

C. 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.

XII. INDEMNITY

A. Each Party agrees to indemnify and hold harmless the other Party from and against claims arising out of the negligence or willful act or omission of the indemnifying Party. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

XIII. MODIFICATION OF AGREEMENT

A. 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.

B. 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 the Parties to perform any material terms of this Agreement, either Party 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 may be referred to the Dispute Resolution procedure set forth herein.

C. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain valid. Moreover, the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

XIV. TAXES AND FEES

A. Any federal, state, or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party (the "Paying Party") upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party (the "Remitting Party"). Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Remitting Party shall collect and remit applicable taxes unless the Paying Party provides the Remitting Party with the required evidence of exemption. The Paying Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that the Paying Party shall not permit any lien to exist on any asset of the Remitting Party by reason of the contest. The Remitting Party shall cooperate fully in any such contest by the Paying Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. The Remitting Party shall promptly notify the Paying Party of any audit of the Remitting Party with respect to the types of taxes borne by the Paying Party, and the Remitting Party shall give the Paying Party an opportunity to participate in the audit with respect to such taxes and shall keep the Paying Party fully informed as to the progress of the audit. Each Party shall bear its own expenses with respect to the audit. The Remitting Party shall be liable for any additional tax, penalties or interest imposed on account of its failure to remit taxes on a timely basis, unless it has done so at the direction of the Paying Party.

XV. INTELLECTUAL PROPERTY

A. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Company to ensure, at no separate or additional cost to Mobility, that Company has obtained any necessary licenses (in relation to intellectual property of third parties used in Company's network) to the extent of Company's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

XVI. TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

A. It may be necessary for either Party, 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"). Nothing in this agreement shall be deemed proprietary. 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 non-Party to this Agreement; or (b) is lawfully obtained by Recipient from any source other than Discloser; or (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, or (e) is disclosed pursuant to a valid order of court or regulatory body, provided the recipient gives the Discloser prior written notice of such order.

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 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 affiliated companies.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G All Proprietary Information shall remain the property of the Discloser, and all documents or other tangible media delivered to the Recipient that embody such Proprietary Information shall be, at the option of the Discloser, either promptly returned to Discloser or destroyed using appropriate and reasonable means, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Recipient's need for it has expired and (ii) the expiration or termination of this Agreement.

H. The Parties agree that an impending or existing violation of any provision of this Section would cause the Discloser irreparable injury for which it would have no adequate remedy at law, and agree that Discloser shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

I. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XVI 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.

XVII. RESOLUTION OF DISPUTES

A. If a dispute arises under this Agreement, including disputes relating to any portion of an amount due to a Party, the Disputing Party shall give written notice of the dispute to the other Party. If the Parties are unable to resolve the issues within thirty (30) days after delivery of Notice, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

B. If the Parties are unable to resolve the dispute within ninety (90) days after the Parties' appointment of designated representatives, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The prevailing Party shall be entitled to recover its attorneys' fees and costs. Moreover, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XVIII. WAIVERS

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

XIX. ASSIGNMENT

A. Other than to an affiliate, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.

XX. AMENDMENT

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

XXI. SEVERABILITY

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

XXII. SURVIVAL

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

XXIII. GOVERNING LAW

A. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, the Act and other applicable federal law.

XXIV. ARM'S LENGTH NEGOTIATIONS

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

XXV. FILING OF AGREEMENT

A. Upon execution of this Agreement it shall be filed with the Commission pursuant to the requirements of Section 252 of the Act.

XXVI. NOTICES

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be made in one of two manners:

(1) in writing, delivered by certified or registered mail, or

(2) by facsimile transmission, provided that a paper copy is also sent by certified or registered mail.

B. All notices, consents, approvals or other communications required or contemplated by this Agreement shall be made to the following addresses:

Company

Bledsoe Telephone Cooperative, Inc.
338 Cumberland Avenue
Pikeville, TN 37367
Attention: General Manager

With a copy to:

Mobility

AT&T Mobility LLC
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, Georgia 30319
Attention: Sr. Contract Manager

With a copy to:

AT&T Mobility
Legal-Interconnection
P.O. Box 97061
Redmond, WA 98073-9761
Attention: Sr. Attorney

For Delivery:

8645 154th Avenue NE
Redmond, WA 98052

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

C. Notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent. Notice by facsimile shall be effective on the date set forth on the confirmation produced by the receiving facsimile machine when received prior to 5:00 p.m. in the recipient's time zone, but the next business day when received at 5:00 p.m. or later in the recipient's time zone.

XXVII. RELATIONSHIP OF PARTIES

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

XXVIII. NO THIRD PARTY BENEFICIARIES

A. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent Mobility from providing services to or obtaining services from other carriers.

XXIX. FORCE MAJEURE

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

obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Company, Company agrees to resume performance in a nondiscriminatory manner and not favor its own provision of telecommunications services above that of Mobility.

XXX. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

A. Company shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at parity with that provided by Company for its own services. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

B. The Parties will provide each other with a Single Point of Contact, available twenty-four (24) hours per day, seven (7) days per week, for all maintenance and service problem communications.

C. The Parties will establish an escalation procedure for dealing with maintenance and service problem issues.

D. The Parties agree that, in cases of service outage or other service problems, Mobility shall receive higher priority than Company's end user customers.

XXXI. SERVICE PROJECTIONS

A. The Parties will provide non-binding two (2)-year intercompany forecasts for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties.

XXXII. QUALITY OF SERVICE

A. Interconnection quality of service shall be at parity with that provided by Company for its own services.

B. A blocking standard of one percent (1%) during the average busy hour shall be maintained for all local interconnection facilities.

C. The Parties shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

D. The Parties will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

XXXIII. ENTIRE AGREEMENT

A. This Agreement and its Exhibit, incorporated herein by this reference, set forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merge all prior discussions between them, and neither Party shall be

bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement. 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.

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

Mobility
New Cingular Wireless PCS, LLC

By: William H. Brown

William H. Brown
Name

Sr. Contract Manager
Title
Feb 24, 2010
Date

Company
Bledsoe Telephone Cooperative, Inc.

By: Gregory L. Anderson

Gregory L. Anderson
Name

General Manager
Title
February 18, 2010
Date