

Dinsmore & Shohl LLP
ATTORNEYS

Edward T. Depp
502-540-2347
tip.depp@dinslaw.com

October 27, 2006

RECEIVED

OCT 30 2006

PUBLIC SERVICE
COMMISSION

VIA FEDERAL EXPRESS

Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

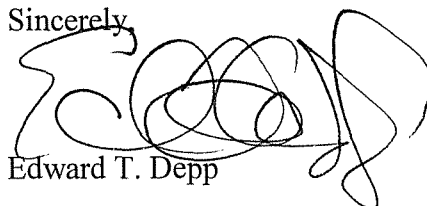
Re: Kentucky Public Service Commission Case Nos.
1) 2006-00215; 2) 2006-00217; 3) 2006-00218; 4) 2006-00220;
5) 2006-00252; 6) 2006-00255; 7) 2006-00288; 8) 2006-00292;
9) 2006-00294; 10) 2006-00296; 11) 2006-00298; 12) 2006-00300

Dear Ms. O'Donnell:

I have enclosed for filing in the above styled cases the original and eleven (11) copies of the (1) issues matrix and (2) redlined interconnection agreement at issue in the above-references matters. Please file-stamp one copy of each document and return it to us in the enclosed self addressed stamped envelope.

Thank you, and if you have any questions, please call us.

Sincerely,



Edward T. Depp

ETD/lb
Enclosures

cc: John N. Hughes, Esq.
Mary Beth Naumann, Esq.
Holland N. McTyeire, Esq.
Bhogan M. Modi
Mark R. Overstreet, Esq.
Tom Sams
Philip R. Schenkenberg, Esq.
Jeff Yost, Esq.
Amy E. Dougherty, Esq.

AGREEMENT

for

~~FACILITIES-BASED NETWORK INTERCONNECTION~~
AGREEMENT FOR TRANSPORT AND
~~TERMINATION OF TELECOMMUNICATIONS TRAFFIC~~

CMRS-LEC AGREEMENT

Between

ABC Telephone Company, Inc.

and

CMRS Provider

Table of Contents

INTRODUCTION

RECITALS

- 1.0 Definitions
- 2.0 Interpretation and Construction
- 3.0 Scope
- 4.0 Service Agreement
 - 4.1 Methods of Interconnection
 - 4.2 ~~Service Arrangements~~ **Dialing Parity**
 - 4.3 Signaling
 - 4.4 Management Contracts**
- 5.0 Compensation Arrangements
 - 5.1 ~~Subject~~ **Telecommunications** Traffic
 - 5.2 **[Left Blank]** Rate Structure
 - 5.3 **[Left Blank]** Non-Recurring Charges
 - 5.4 Inter-MTA Traffic
 - 5.5 Traffic Distribution
- 6.0 Notice of Changes
- 7.0 General Responsibilities of the Parties
- 8.0 Effective Date, Term, and Termination
- 9.0 Cancellation Charges
- 10.0 Indemnification
- 11.0 Limitation of Liability
- 12.0 Compliance with Laws and Regulations
- 13.0 Disclaimer of Representations and Warranties
- 14.0 Miscellaneous
 - 14.1 Authorization
 - 14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor
 - 14.3 Force Majeure
 - 14.4 Treatment of Proprietary and Confidential Information
 - 14.5 Choice of Law
 - 14.6 Taxes
 - 14.7 Assignability
 - 14.8 Billing and Payment; Disputed Amounts
 - 14.9 Dispute Resolutions
 - 14.10 Notices
 - 14.11 Joint Work Product
 - 14.12 No License
 - 14.13 Survival
 - 14.14 Entire Agreement
 - 14.15 Non-Waiver
 - 14.16 Publicity and Use of Trademarks or Service Marks
 - 14.17 Severability
 - 14.18 Counterparts
 - 14.19 Modification, Amendment, Supplement, or Waiver
 - 14.20 Change in Law

APPENDIX A

APPENDIX B

~~APPENDIX C~~

~~AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION~~ **AGREEMENT**
FOR TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC
(CMRS-LEC AGREEMENT)

Pursuant to this ~~CMRS-LEC Agreement for Facilities-Based Network Interconnection~~ **Agreement** for Transport and Termination of ~~Telecommunications Traffic~~ **traffic**, ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("~~CMRS Provider~~") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, CMRS Provider is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, LEC is a Local Exchange Carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities pursuant to Sections 251/252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEC and CMRS Provider hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this ~~Agreement for Facilities-Based Network Interconnection~~ **Agreement** for Transport and Termination of ~~Telecommunications Traffic~~ (CMRS-LEC Agreement), together with all appendices, exhibits, schedules, and other attachments hereto.

1.4 "Central Office Switch" means a switch used by LECs to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.5 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.6 "Commission" means the Kentucky Public Service Commission.

1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.8 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.9 "DS3" is a digital signal rate of 44.736 Mbps.

1.10 "FCC" means the Federal Communications Commission.

1.11 "Information Service" is as defined in the Act.

1.12 "Interconnection" for purposes of this Agreement ~~is~~refers to the direct or indirect linking of the CMRS Provider and LEC networks for the delivery of traffic.

~~1.13 "Interconnection Point" or "IP" is a demarcation point on the incumbent network of LEC between networks where the delivery of traffic from one Party to the other Party takes place pursuant to this Agreement.~~

~~1.13 [LEFT BLANK]~~

~~1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.~~

~~1.14 [LEFT BLANK]~~

1.15 "Inter-MTA Traffic" is: (a) traffic, that at the beginning of the call, is originated by a CMRS end user of CMRS Provider in one MTA and is terminated to an end user of LEC in another MTA; or (b) traffic, that at the beginning of the call, is originated by an end user of LEC in one MTA and is terminated to an end user of CMRS Provider in another MTA. ~~Inter-MTA Traffic is subject to LEC originating and terminating Switched Exchange Access Service charges.~~

1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.18 [LEFT BLANK]

1.19 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes that may come into common usage in the future.

1.20 "Party" means either LEC or CMRS Provider, and "Parties" means LEC and CMRS Provider.

1.21 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. ~~The Rate Center point must be located within the Rate Center area.~~ The use by a CMRS provider of a Rate Center V & H for mobile CMRS services does not necessarily indicate the location of the CMRS mobile user.

1.22 ~~"Subject" Telecommunications Traffic" is as defined in 47 C.F.R. § 51.701(b)(2) and is traffic exchanged between a local exchange service end user of a LEC and a mobile wireless end user of a CMRS Provider that, at the beginning of the call, originates and terminates within the same Major Trading Area.~~ **is traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates** within the same Major Trading Area ("MTA"). The definition and use of the term ~~Subject~~ **"Telecommunications Traffic"** for purposes of **calculating reciprocal compensation that may be due under this Agreement** has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.23 "Telecommunications" is as defined in the Act.

1.24 "Telecommunications Carrier" is as defined in the Act.

1.25 "Termination" is as defined by FCC Regulations.

1.26 "Transport" is as defined by FCC Regulations.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CMRS Provider's, LEC's or other third party offerings, guides or practices), statute, regulation, or ~~rule or tariff~~ is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule ~~or tariff~~ as amended and supplemented from time to time (and, in the case of a statute, regulation, or ~~rule or tariff~~, to any successor provision).

~~2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an~~

~~applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement shall prevail. This agreement supersedes any prior agreement between the Parties.~~

2.2 [LEFT BLANK]

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to ~~interconnect the CMRS network of CMRS Provider and the LEC network of LEC for the purposes of delivering certain traffic within the scope of this Agreement specifically including:~~ exchange Telecommunications Traffic and Inter-MTA Traffic.

~~3.1.1 CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of CMRS Provider; (b) delivered to the LEC network over the facilities comprising the interconnection established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of LEC;~~

~~3.1.2 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of LEC; (b) delivered to CMRS Provider over the facilities comprising the interconnection established pursuant to this Agreement; and (c) terminated on the CMRS network of CMRS Provider;~~

3.1.1 [LEFT BLANK]

~~3.1.3 Inter-MTA Traffic that is: (a) originated on the network of one Party; (b) delivered to the other Party over the facilities comprising the interconnection pursuant to this Agreement; and (c) terminated on the network of the other Party.~~

3.1.2 [LEFT BLANK]

~~3.2 This Agreement provides for specific compensation between the Parties for the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement. The specific provisions for compensation for the Transport and Termination of Subject Traffic do not apply to any other types of traffic or in any other geographic area.~~

3.1.3 [LEFT BLANK]

~~3.3 Subject Traffic does not include: (a) Inter-MTA Traffic discussed in Section 5.4; (b) traffic that either Party originates to, or terminates from, an interexchange carrier regardless of the originating and terminating end points of a call; or (c) traffic that LEC originates to, or terminates from, any carrier over facilities and/or service arrangements that the carrier has obtained pursuant to an access service arrangement regardless of the originating and terminating points of a call. All traffic that LEC originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by LEC. There will be no sharing of access charge revenue that LEC bills either interexchange carriers or any other carriers that obtain access services from LEC. There will be no access services provided jointly between the Parties pursuant to this Agreement.~~

3.2 [LEFT BLANK]

~~3.4 This Agreement only applies with respect to the traffic delivered over the facilities comprising the interconnection arrangement(s) between the Parties. This Agreement only applies to traffic originated by CMRS Provider's CMRS mobile users that are located within the wireless service area of CMRS Provider defined as the set of counties as set forth in Appendix C. The terms of this Agreement including, but not limited to, traffic distribution and the proportions of minutes of use that are Subject Traffic and Inter-MTA Traffic are directly related~~

~~to and dependent on the specific service area of CMRS Provider.~~

3.3 [LEFT BLANK]

3.4 [LEFT BLANK]

~~3.5 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange carrier services by LEC for which LEC has tariff authority to provide and to traffic associated with the provision of two-way CMRS by CMRS Provider. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party. Traffic associated with fixed wireless services of CMRS Provider is specifically excluded from this Agreement. This Agreement does not apply to traffic originated or terminated on third party networks or to any other traffic not specifically identified in this Section 3.0.~~

3.6 ~~Connecting facilities that may be established pursuant to this~~**This** Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver, ~~over the connecting network facilities,~~ any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection.

4.1.1 Direct Interconnection.

4.1.1.1 Either Party may elect to provision one-way direct interconnection facilities for the delivery of its originated Telecommunications Traffic to the terminating Party's network. In that event, the originating Party will be responsible for 100% of the recurring and non-recurring costs associated with those facilities.

4.1.1.2 At CMRS Provider's request, the Parties will provide two-way direct interconnection facilities between their networks with each Party being responsible for the recurring and non-recurring facility costs based upon each Party's respective proportionate use of the facilities used to deliver traffic originated on that Party's networks. In the absence of actual measured traffic, the traffic factors provided for in Appendix A will be used to determine each Party's proportionate use of the facilities for these purposes.

~~4.1.1 The Parties agree to interconnect their respective networks within the incumbent LEC service area of LEC at one or more Interconnection Points ("IPs") as established by LEC. Interconnection will be provided through an appropriate LEC tandem switching office. The IP(s) will be set forth in Appendix A. LEC shall make available, to CMRS Provider at the IP(s), trunks over which CMRS Provider can terminate traffic described in Section 3.1 and Appendix A. CMRS Provider shall make available, to LEC at the IP(s), trunks over which LEC can terminate traffic described in Section 3.1 and Appendix A. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a minimum of a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. This Agreement~~

does not apply to, and interconnection pursuant to this Agreement cannot be used for, traffic originated or terminated on third party networks. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

4.1.1.3 To the extent that the LEC provisions all, or part, of the two-way facilities, the facilities cost will be based on LEC's effective intrastate access tariff for connecting facilities. The CMRS Provider will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

4.1.1.4 To the extent the CMRS Provider provisions all or part of those facilities, the facilities costs will be based on the actual rates charged by or to the CMRS Provider. The LEC will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

4.1.2 Indirect Interconnection. CMRS Provider shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with LEC at the IP(s). In such case, on behalf of CMRS Provider, the third party carrier will connect dedicated facilities with LEC at the IP(s). **CMRS Provider All Telecommunications Traffic not exchanged via direct interconnection as set forth in Section 4.1.1, shall be exchanged indirectly through one or more third party networks. Traffic exchanged indirectly will be subject to the compensation stated in Appendix B. Each Party shall be responsible for the payment to any third party carrier for any charges associated with the facilities. (a) all transit charges, if any, generated by calls originated on its network, and (b) all costs of the facilities linking its own switch(es) to the third party transiting tandem.**

4.2 Service Arrangement. This Agreement provides for the following interconnection arrangement between the Parties for the purpose of delivery by one Party of specific traffic for Transport and Termination on the other Party's network.

4.2.1 The service arrangement involves trunk side connection to appropriate LEC tandem switching offices. Under this arrangement, the interconnection facility acts like an interoffice trunk. The trunk service arrangement can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and the trunk service arrangement cannot be used for traffic originated or terminated on third party networks.

4.2.1.1 For traffic terminating on LEC, the trunk service arrangement may be used by CMRS Provider to deliver traffic for termination to valid NXX codes associated with LEC end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.1.2 Based on the specific LEC local service area of the originating LEC end user, the trunk service arrangement may be used by LEC to deliver traffic only to designated NPA-NXXs of CMRS Provider for which the associated rate center (as determined by V&H coordinates) is within the specific LEC local service area of the originating LEC end user. LEC local service areas are set forth in LEC's intrastate local service tariff.

4.2.1.3 The delivery of traffic pursuant to Subsections 4.2.1.1 and 4.2.1.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.2 RLEC will ensure that its customers can make calls to CMRS Providers' customers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.

~~4.2.1.4 The delivery of traffic pursuant to Section 4.2.1.2 and the designation of rate center V & H coordinates by CMRS Provider for NPA-NXX numbers assigned to CMRS Provider's mobile CMRS customers does not necessarily affect or determine the services offered by LEC or CMRS Provider, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. Any end user service or traffic delivery application by either Party based on designation of rate center V & H coordinates for the NPA-NXX numbers assigned by CMRS Provider to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.~~

4.3 Signaling.

4.3.1 When direct interconnection trunks are established, SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for originating carrier identification, local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. **Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon.** These parameters include, but are not limited to, originating Carrier Identification Code, Automatic Number Identification ("ANI"), Initial Address Message ("IAM"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, and the Jurisdictional Indicator Parameter ("JIP") containing a Local Exchange Routing Guide ("LERG") assigned NPA-NXX identifying the originating switch. Each Party will honor all Privacy Indicators as required under applicable law. **CMRS Provider must interconnect, directly or indirectly, with the LEC's Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. CMRS Provider may choose a third-party SS7 signaling provider to transport signaling messages to and from LEC's SS7 network.** Where SS7 signaling is not available, in-band signaling shall be used in accordance with industry standards.

4.3.2 **For indirect interconnection,** Each party shall populate all SS7 message fields in accordance with Section 4.3.1 and industry standards.

4.3.3 For purposes of exchanging SS7 messages with respect to the traffic that is within the scope of this Agreement, neither Party shall assess ~~and charges~~ **SS7 message charges or tariffed SS7 charges on** to the other Party. Any use by either Party of the other Party's SS7 network or SS7 service functionality, beyond the simple sending of SS7 messages as set forth in this Section 4.3, is outside the scope of this interconnection agreement.

4.4 Nothing in this Agreement shall prohibit CMRS Provider from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under CMRS Provider's license. Telecommunications traversing on such extended networks shall be subject to the terms and conditions of this Agreement. Telecommunications traversing such extended networks shall be deemed to be and treated under this Agreement as "CMRS Provider's Telecommunications" when it originates on such extended network and terminates on LEC's network, and as "LEC's Telecommunications" when it originates upon LEC's network and terminates upon such extended network.

5.0 COMPENSATION ARRANGEMENTS

5.1 Subject Telecommunications Traffic. Each Party shall pay the other Party for

Transport and Termination of ~~Subject~~**Telecommunications** Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A. The Parties agree that LEC will not provide any compensation to CMRS Provider for traffic associated with one-way CMRS, including paging services, provided by CMRS Provider.

~~5.2 Rate Structure. An IP(s) will be established between the Parties' networks as specified in Appendix A for the delivery of traffic described in Section 3.1. CMRS Provider must obtain special access from LEC subject to the rates, terms and conditions contained in LEC's intrastate access tariff for the purpose of connection between the IP(s) and LEC's applicable tandem office. These connecting facilities are set forth in Appendix A. LEC will charge special access from the applicable LEC intrastate access tariff for the tandem connecting facilities. Special access charges for the connecting facilities will be reduced, as specified in Appendix B, to reflect the proportionate share of the total usage of the facilities that is related to Subject Traffic originated by LEC. For any specific IP, a single, combined, per-minute rate, as specified in Appendix B, will apply which encompasses total compensation for Transport, call Termination and any other facilities utilized to terminate Subject Traffic on the other Party's respective network.~~

5.2 [LEFT BLANK]

~~5.3 Non-Recurring Charges. CMRS Provider agrees to the non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities.~~

5.3 [LEFT BLANK]

5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for ~~Subject~~**Telecommunications** Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. ~~CMRS Provider.~~ **To the extent interMTA traffic is originated on either Party's network and is delivered pursuant to the terms of this Agreement to the other Party for termination, the Party on whose network the interMTA traffic originated will provide compensation to LEC for originating and terminating Inter-MTA Traffic according to the terms and conditions of LEC's applicable federal and state access tariffs. Even though there may be some land-to-mobile InterMTA Traffic, the Parties will presume, for purposes of this Agreement, that there will be no land-to-mobile Inter-MTA Traffic exchanged between the Parties over the connecting facilities established pursuant to this Agreement. the terminating Party at the applicable rates set forth in Appendix B.2.**

5.4.1 **LEC and** CMRS Provider ~~and LEC~~ will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and ~~Subject Traffic delivered by CMRS Provider over the connecting facilities~~ **Telecommunications Traffic exchanged** pursuant to this Agreement ~~as defined in Section 3.1.~~ These percentage usage factors will apply to total traffic exchanged over the connecting facilities. The Parties will work together to develop an auditable report which shows, for traffic originated or terminated by CMRS Provider and exchanged by the Parties ~~over the connecting facilities~~ pursuant to this Agreement, the ratio of inter-MTA Traffic to ~~Subject~~**Telecommunications** Traffic for representative periods of time. The Parties agree that the original usage factors set forth in Sections 3 and 4 of Appendix A will be used for a minimum of 12 months. If an auditable report can be developed to identify and measure inter-MTA Traffic and the Parties mutually agree to new traffic percentages based on the prior 12-month period, the percentages specified in Sections 3 and 4 of Appendix A will be amended and applied to prospective periods. In the event of a dispute regarding the adjustment to the intra-MTA factors, the dispute will be resolved pursuant to the provisions of Section 14.9.

5.4.2 The Parties recognize that the Inter-MTA traffic (defined in Section 3.1.3) may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, the Parties will develop mutually acceptable Interstate and Intrastate factors. The percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either Subject Telecommunications Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for CMRS Provider the location of the cellular service antenna serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer. Billing for Inter-MTA Traffic delivered pursuant to this Agreement shall be based upon the inter-MTA factor listed in Appendix A. Each party shall bill the other for Inter-MTA traffic, applying LEC's interstate and intrastate access rates in the ratio listed in Appendix A.

~~5.5 The Parties intend to utilize actual terminating measurement of usage for purposes of billing pursuant to this Agreement. The terminating usage will be measured by the terminating carrier. However, in the event that either Party may not be capable of measuring traffic, then the following provisions shall apply: The relative directionality of traffic with respect to the connecting facilities is set forth in Section 2 of Appendix A. The Parties agree to use the default percentages set forth in Section 2 of Appendix A for the application of charges pursuant to this Agreement. In any event, the Parties agree that the portion of traffic that is land-to-mobile will not exceed 50 percent.~~

5.5 Either party may measure or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Telecommunications Traffic between the parties. Industry standard records shall be used by LEC for billing purposes until such time that LEC switching equipment can be verified as capable of accurately measuring CMRS Provider originated Telecommunications Traffic including but not limited to identifying and removing any mobile to land usage terminated to LEC that is associated with calls from pooled and ported numbers that are not assigned to CMRS Provider or for which LEC is directly compensated by the party that delivers such traffic. The Parties agree that a CMRS Provider that does not measure traffic terminated on its network pursuant to this Section will calculate its bill to be rendered to the other Party based on the distribution traffic factors as provided in Appendix A. To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The parties will exchange traffic and volume forecasts once per year as necessary for the Parties' planning of interconnection facilities and trunking capacity. The form of such forecasts will be mutually determined by the Parties.

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.

7.7 Each Party is responsible for administering NXX codes assigned to it.

7.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

7.9 [LEFT BLANK]

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective on January 1, 2007 and shall terminate on December 31, 2008 (the "Initial Term"). When the Agreement becomes effective, the provisions contained in Section 2.0 of this Agreement shall apply with respect to the interpretation and construction of this Agreement and its ongoing relation to other references, ~~including subsequent tariffs.~~

8.2 After the Initial Term, this Agreement shall then automatically renew on a year-to-year basis. Upon expiration of the initial term or any subsequent term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination of the then-existing term.

8.2.1 ~~Post-Termination Arrangements. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption.~~ **Upon the termination or expiration of this Agreement pursuant to Section 8.2 above, and upon the written request of either Party, this Agreement shall remain in full force and effect** until a replacement agreement has been executed by the Parties either (a) under an agreement voluntarily executed by the Parties; (b) under a new agreement arrived at pursuant to the provisions of the Act; or (c) under an agreement available **to and requested by CMRS Provider** according to the provisions of Section 252(i) of the Act, ~~but in no case will the existing service arrangements continue for longer than 12 months following the date on which notice of termination is provided by either Party to the other Party;~~ **provided however that there will be a true-up from the date of termination or expiration to the date of the effective date of the new agreement in the event there is a change in rates or factors.**

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For LEC, authority involves the provision of local exchange or exchange access services. For CMRS Provider, authority involves the provision of CMRS services under license from the Federal Communications Commission.

~~8.5 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than ten (10) days' written notice to the other Party for failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.~~

8.5 [LEFT BLANK]

8.6 Default

8.6.1 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the

alleged default within thirty (30) calendar days of receipt of written notice thereof. Such default notice shall be posted by overnight mail, return receipt requested.

8.6.2 If the defaulting Party disputes the aggrieved Party's default notice, the Parties may, by mutual agreement, resolve the disagreement pursuant to the processes set forth in Section 14.9 ("Dispute Resolution"). Notwithstanding the foregoing, the aggrieved Party retains the right to, without delay and without participating in the dispute resolution process pursuant to Section 14.9, immediately pursue any available legal or regulatory remedy to resolve any question regarding the alleged default or the aggrieved Party's announced termination of the Agreement.

8.6.3 Default is defined to include:

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

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

(c) A Party's failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6.4 In any event, no Party shall terminate the services and facilities arrangements or discontinue the termination of traffic under this Agreement without express authorization from an appropriate government agency authorizing such discontinuation or without a decision from a court of competent jurisdiction granting the right to discontinue the services under this Agreement.

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any ~~applicable tariff or contract~~ referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, ~~or any applicable Tariff(s)~~, regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

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

(b) The indemnifying Party shall have sole responsibility to defend any such

action with counsel reasonably acceptable to the indemnified Party, provided that the indemnified Party may engage separate legal counsel at its sole cost and expense.

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

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

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

10.3 A Party may, in its sole discretion, provide, in its Tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second party included in its own tariffs at the time of such loss.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing any services, arrangements or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the affected facility or service for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for punitive, exemplary, indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that the liability to each other's customers shall be governed by the provisions of Section 10.3. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that

may be contained in either Party's applicable tariff(s) or customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 LEC is a ~~corporation~~ [insert entity type] duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CMRS Provider is a **[insert entity type]**, duly organized, validly existing and in good standing under the laws of the **[insert state of organization]** and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal

representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

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

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.4.3 Upon termination of this Agreement, the Parties shall: (i) destroy all Proprietary Information of the other party that remains in its possession; and (ii) certify the completion of such activity in writing to the other Party, within thirty (30) calendar days.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

14.6 Taxes

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

14.7 Assignability

Upon prior written notice, either Party may assign this Agreement to an entity with which it is under common ownership and/or control. Either Party may assign this Agreement to a third party upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which consent shall not be unreasonably withheld. The non-assigning Party may withhold consent if the proposed non-affiliate third party assignee does not provide the non-assigning Party with sufficient evidence that it has the resources, ability, and authority to satisfactorily perform pursuant to the terms of this Agreement. In either case, this Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

14.8 Billing and Payment; Disputed Amounts

14.8.1 The Parties shall invoice one another on a monthly basis. The billed Party shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on traffic measurements or traffic factors as provided in Section 5. If traffic factors are used, LEC shall issue net bills upon CMRS Provider's request.

14.8.2 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give 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 Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

ambiguities, no inferences shall be drawn against either Party.

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

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

14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, or Schedules, ~~or tariffs~~ which are incorporated herein by this reference, 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 shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.17 Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may proceed pursuant to the Dispute Resolution provisions of 14.9.

14.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.19 Modification, Amendment, Supplement, or Waiver

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

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

**DESIGNATION OF INTERCONNECTION POINT(S)
AND TRAFFIC DISTRIBUTION
CMRS-LEC AGREEMENT**

~~This Appendix specifies the Interconnection Points ("IPs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between CMRS Provider ("CMRS Provider") and ABC Telephone Company, Inc. ("LEC") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each IP as follows:~~

~~I. Service Arrangement and Interconnection Point(s) Interconnection~~

~~IP #1 For the exchange of LEC-CMRS two-way traffic between the Parties' networks within the Louisville, Kentucky MTA pursuant to this Agreement, the Parties agree to connect _____ at a junction point located at V and H coordinates: V- yyy; H- zzzz.~~

1. [LEFT BLANK]

2. For the total amount of two-way traffic delivered by **exchanged between** the Parties over the connecting facilities, the Parties agree to the following distribution of traffic on a default basis only if LEC does not provide specific traffic measurement **factors**:

- % Mobile-to-Land traffic terminating on LEC's network = ~~100%~~ **xx%** **[company-specific]**
- % Land-to-Mobile traffic terminating on CMRS Provider's network = ~~0%~~ **xx%** **[company-specific]**

3. For the total traffic terminating on LEC's network, the Parties agree to the following distribution of traffic:

- % **Subject Telecommunications** Traffic = ~~95%~~ **xx%** **[company-specific]**
- % Intrastate Inter-MTA Traffic = ~~5%~~ **xx%** **[company-specific]**
- % Interstate Inter-MTA Traffic = ~~0%~~ **xx%** **[company-specific]**

4. For the total traffic terminating on CMRS Provider's network, the Parties agree to the following distribution of traffic:

- % **Subject Telecommunications** Traffic = ~~100%~~ **xx%** **[company-specific]**
- % Intrastate Inter-MTA Traffic = ~~0%~~ **xx%** **[company-specific]**
- % Interstate Inter-MTA Traffic = ~~0%~~ **xx%** **[company-specific]**

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Pursuant to the ~~Agreement for Facilities-Based Network~~ Interconnection Agreement
for Transport and Termination of Telecommunications Traffic
CMRS-LEC AGREEMENT

This Appendix specifies the rates for the Transport and Termination of traffic delivered by one Party to the network of the other Party pursuant to the ~~Agreement for Facilities-Based Network~~ Interconnection for Agreement Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("CMRS Provider") as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Telecommunications Traffic: \$0.xxxx / MOU [company-specific]

~~Subject Traffic originated by CMRS Provider and delivered to LEC over trunks established at IP #1 : rate per terminating minute of use for all end offices of LEC through its _____ tandem switch~~ \$ 0.015/MOU

~~Subject Traffic for which Transport and Termination charges apply originated by LEC and delivered to CMRS Provider over trunks established at IP #1: rate per terminating minute of use~~ \$0.015/MOU

2. Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:

Current LEC access tariffs in the proper jurisdiction apply.

3. Special Access Connecting Facilities:

LEC will charge CMRS Provider special access monthly recurring rates pursuant to LEC's effective intrastate access tariff for ~~the connecting facilities between IP#1 as set forth in Appendix A and LEC's _____ tandem office.~~

LEC will charge CMRS Provider special access non-recurring rates pursuant to LEC's effective intrastate access tariff for any new connecting facilities.

LEC will credit CMRS Provider for its portion of special access transport as provided in this Agreement.

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Designation of CMRS Provider's CMRS Service Area

CMRS Provider's Service Area by Counties:

To be added

Approved and executed this _____ day of _____, 2006.

CMRS Provider _____ ABC Telephone Company, Inc.

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____