

Elizabeth O'Donnell, Executive Director
Kentucky Public Service Commission
211 Sower Blvd., PO Box 615
Frankfort, KY 40602

CC via email: Bill Feldman

Re: Interconnection Agreement Between BlueGrass Cellular and South Central Rural Telephone Cooperative Corporation, Inc.

January 19, 2005

By Overnight Delivery

Dear Ms. O'Donnell:

Enclosed for filing are one original, a soft copy on diskette, and ten (4) copies of the *Interconnection Agreement Between BlueGrass Cellular and South Central Rural Telephone Cooperative Corporation, Inc.* ("Agreement") filed on behalf of BlueGrass Cellular and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"). This Agreement reflects the voluntary negotiations BlueGrass Cellular and SCRTC, pursuant to §252(a) of the Telecommunications Act of 1996 ("Act"), and is being submitted to the Kentucky Public Service Commission ("PSC") pursuant to § 252(e) of the Act.

As required under § 252(e)(4) of the Act, the PSC is required to approve or reject the Agreement within ninety (90) days after submission by the parties of an agreement adopted by negotiation under § 252(a) of the Act. Should the PSC neither approve nor reject the Agreement within ninety (90) days of the submission of the Agreement, the Agreement shall be deemed to be approved.

Please do not hesitate to contact me with any questions. Contact info: Donnie Bennett at 270-678-8225 or email: dcb@scrtc.com.

Sincerely,

Forrest Wilson, General Manager
Enclosures

AGREEMENT

for

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

CMRS-LEC AGREEMENT

Between

Bluegrass Cellular
and

South Central Rural Telephone Cooperative Incorporated

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

Pursuant to this Agreement for Facilities-Based Network Interconnection and Reciprocal Compensation Agreement for Transport and Termination of Telecommunications Traffic, South Central Rural Telephone Cooperative Incorporated (“SCRTC”) and CMRS PROVIDER (“Bluegrass”) have agreed to interconnect with each other in order to exchange certain telecommunications traffic as specified below.

Recitals

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

WHEREAS, SCRTC is a local exchange carrier (“LEC”) providing telecommunications services in the State of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities 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, SCRTC and Bluegrass 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 “Central Office Switch” means a switch used 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.

1.4 “Commercial Mobile Radio Service” or “CMRS” means Commercial Mobile Radio Service as defined in Part 20 of the FCC’s Rules.

1.5 “Commission” means the Kentucky Public Service Commission.

1.6 “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”).

1.7 “DS1” is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 “DS3” is a digital signal rate of 44.736 Mbps.

1.9 “FCC” means the Federal Communications Commission.

1.10 “Information Service” is as defined in the Act.

1.11 “Information Service Provider” or “ISP” is any entity, including but not limited to an Internet service provider that provides information services.

1.12 “ISP Traffic” is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

1.13 “Interconnection” for purposes of this Agreement is the linking of the Bluegrass and SCRTC networks for the delivery of traffic.

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

1.15 “Inter-MTA Traffic” is: (a) traffic originated by a CMRS end user of Bluegrass in one MTA and terminated to an end user of SCRTC in another MTA; or (b) traffic originated by an end user of SCRTC in one MTA and terminated to an end user of Bluegrass in another MTA. Inter-MTA Traffic is subject to SCRTC originating and terminating access services charges.

1.16 “Telecommunications Traffic” is defined for the purposes of CMRS-LEC interconnection under this Agreement and for the purpose of compensation under this Agreement as traffic which, at the beginning of the call, is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area (“MTA”) provided that the end user of Bluegrass is a two-way CMRS customer. The term Telecommunications Traffic is applied pursuant to this Agreement solely for the purpose of defining the scope of traffic delivered by one Party to the other Party that is subject to specific CMRS-LEC interconnection compensation terms. The use of the term Telecommunications Traffic for purposes of specific CMRS-LEC interconnection arrangements 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.

1.17 “Local Exchange Carrier” or “LEC” is as defined in the Act.

1.18 “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC in licensing CMRS.

1.19 “NXX” means a three-digit code valid within an area code (i.e., numbering plan area or “NPA”) that 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 SCRTC or Bluegrass, and “Parties” means SCRTC and Bluegrass.

1.21 “Point of Connection” or “POC” is a mutually agreed upon point of demarcation between networks where the delivery of traffic from one Party to the other Party takes place.

1.22 “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.

1.23 “Telecommunications” is as defined in the Act.

1.24 “Telecommunications Carrier” is as defined in the Act.

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 Bluegrass's, SCRTC's or other third party offerings, guides or practices), statute, regulation, 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, 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.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to exchange certain traffic and the interconnection the CMRS network of Bluegrass and the LEC network of SCRTC for the purposes of transporting and/or terminating certain traffic including:

3.1.1 CMRS to LEC Telecommunications Traffic that is: (a) originated on the CMRS network of Bluegrass; (b) delivered to the SCRTC network; and (c) terminated on the incumbent LEC network of SCRTC

3.1.2 Inter-MTA Traffic that is: (a) traffic originated by a CMRS end user of Bluegrass in one MTA and terminated on an end user of SCRTC in another MTA; or (b) traffic originated by an end user of SCRTC in one MTA and terminated on a CMRS end user of Bluegrass in another MTA

3.1.3 LEC to CMRS Telecommunications Traffic that is: (a) originated on the incumbent LEC network of SCRTC; (b) delivered to Bluegrass; and (c) terminated on the CMRS network of Bluegrass;

3.1.4 LEC to CMRS traffic that is: (a) originated on the network of a third-party LEC from an area which has non-optional, two-way, unlimited, flat-rated EAS calling with a SCRTC end office from which Bluegrass has obtained either Type 1 service pursuant to Section 4.2.1 or Type 2 service pursuant to 4.2.2; (b) delivered to Bluegrass; and (c) terminated on the CMRS network of Bluegrass; and/or

3.1.5 IXC traffic that is: (a) delivered to the network of SCRTC by an IXC that has obtained terminating access services from SCRTC; and (b)) to be terminated to NPA-NXXs of Bluegrass described in Section 4.2.1 below.

3.2 This Agreement only applies to traffic originated or terminated by Bluegrass to its CMRS mobile users that are located within the wireless service area of Bluegrass. 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 Bluegrass.

3.3 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement does not obligate either Party to deliver any particular quantity of traffic to the other Party pursuant to the terms of this Agreement. Except to the extent precluded by nondiscrimination and/or dialing parity principles, this Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective end user customers.

3.4 Compensation for the transport and termination of Telecommunications Traffic applies only to traffic associated with the provision of local exchange carrier services by SCRTC and to traffic associated with the provision of two-way CMRS by Bluegrass. Traffic associated with fixed wireless services of Bluegrass is specifically excluded from this Agreement. Traffic associated with any service that either Party may provide to ISPs is excluded from this Agreement. With the exception of traffic included under Section 3.1.5, 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. With the sole exception of the traffic discussed in Section 3.1.6, 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.

3.5 This Agreement also provides for specific compensation between the Parties for the Transport and Termination of Telecommunications Traffic on each Party's network as set forth in this Agreement. The specific provisions applicable to compensation for the Transport and Termination of Telecommunications Traffic do not apply to other types of traffic in any other geographic exchange.

3.6 Telecommunications 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 with the exception of the limited traffic discussed in Section 3.1.5; or (c) traffic that SCRTC 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 with the exception of the limited traffic discussed in Section 3.1.5. All traffic that SCRTC originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by SCRTC. There will be no sharing of access charge revenue that SCRTC bills either interexchange carriers or any other carriers that obtain access services from SCRTC. There will be no access services provided jointly between the Parties pursuant to this Agreement

3.7 Connecting facilities that may be established pursuant to this Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

The Parties agree to interconnect their respective networks within the incumbent LEC service area of SCRTC at one or more Points of Connection (“POCs”) at an SCRTC tandem and / or end office. The Parties shall interconnect on a bi-directional basis using two-way trunk groups between the Parties’ networks unless otherwise agreed to by the parties. The traffic described in Section 3.1.4 will either be included over the common trunk group established between the Parties’ networks or, at SCRTC’s option, a separate trunk group will be established by the Parties for the traffic described in Section 3.1.5. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

4.2 Service Types

This Agreement provides for the following interconnection arrangements between the Parties for the purpose of delivery by one Party of specific traffic for transport and termination on the other Party’s network. The Parties will interconnect their respective networks based upon a Type 1 Service (“Type 1”) and/or a Type 2A Service interconnection (“Type 2A”) and/or a Type 2B Service interconnection (“Type 2B”).

4.2.1 Type 1

Type 1 service involves digital based connection to a SCRTC end office similar to that provided to a private branch exchange. For Type 1 interconnection, Bluegrass must obtain Direct Inward Dial (“DID”) service in addition to, and separate from, the compensation arrangements described below in Section 5.0. DID service is available to Bluegrass pursuant to the rules and regulations governing DID service as contained in SCRTC’s intrastate local tariff with the exception of rates and charges. Rates and charges for DID services provided to Bluegrass are specified in Appendix B to this Agreement. Type 1 is provided from suitably equipped end offices and consists of a digital facility arranged for two-way service operation and an associated end office connection that switches calls to and from the facility. A group of seven-digit numbers associated with the serving end office of SCRTC is assigned by SCRTC for Type 1 service. Type 1 is provisioned with blocks of 100 numbers. For traffic terminating on the network of SCRTC, Type 1 interconnection may be used by Bluegrass to access valid NPA-NXX codes for the end office to which the Type 1 connection is made and to all other SCRTC end offices with which the serving end office has non-optional, flat-rated, unlimited extended area service (“EAS”) calling as set forth in applicable SCRTC local exchange tariff(s).

4.2.1.1 Parties agree that the provision of Type 1 numbers by SCRTC to Bluegrass is “grandfathered” exclusively to those numbers currently in use by Bluegrass as of the date of this Agreement. SCRTC will no longer issue new “Type 1” numbers to Bluegrass and any existing numbers currently in use by Bluegrass on a Type 1 basis will be released back to SCRTC for its own use within its network (pursuant to SCRTC standard reclamation procedures) at such time as the current user(s) of such numbers terminate service with Bluegrass.

4.2.2 Type 2A

Type 2A involves trunk side connections to appropriate SCRTC tandem switching offices. Under a Type 2A arrangement, the interconnection facility acts like an interoffice trunk. Type 2A can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties’ respective networks. Except as provided for in Section 3.1 above, this Agreement does not apply to, and Type 2A cannot be used for, traffic originated or terminated on third party networks.

4.2.2.1 The Type 2A interconnection shall be used by Bluegrass to deliver traffic to designated NPA-NXXs of SCRTC that are associated with end offices that subtend the specific tandem office to which the Type 2A interconnection is made. The subject SCRTC NPA-NXXs are those found in the Local Exchange Routing Guide as may be amended pursuant to normal industry practices.

Based on the specific SCRTC local service area of the originating end user, the Type 2A interconnection shall be used by SCRTC to deliver traffic to designated NPA-NXXs of Bluegrass for which the associated rate center (as determined by Vertical and Horizontal (“V&H”) coordinates) is within the specific SCRTC local service area (including any applicable EAS) of the originating SCRTC end user. The designation of such local calling areas are set forth in the SCRTC applicable Local Service Tariff and this Agreement will be amended to reflect any such modifications of local calling pursuant to that Tariff. Calls originating on SCRTC’s network and addressed to Bluegrass NXXs will be rated by SCRTC in the same way as other calls addressed to NXXs maintained by other landline carriers with the same rate center.

4.2.3 Type 2B

Type 2 B involves the Parties' interconnection of their respective networks using a trunk interconnection between selected SCRTC end offices and Bluegrass POCs. Under the arrangement, the interconnection facility acts like an interoffice trunk. The interconnection may by mutual agreement be used as a two-way service for delivery of traffic between the Parties’ respective networks. For traffic terminating on SCRTC's network, Bluegrass may use the interconnection to access valid numbers residing in the end office to which the interconnection is made. Based on the specific SCRTC end office to which the interconnection is made, the interconnection may be used by SCRTC to deliver traffic to designated NPA-NXXs of Bluegrass for which the associated rate center (as determined by Vertical and Horizontal (“V&H”) coordinates) is within the specific local calling area of the SCRTC originating end office.

4.2.4 Delivery of Traffic

Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of rate center V& H coordinates associated with network numbers assigned to Bluegrass’s customers shall not affect or determine: (i) the services offered by SCRTC or Bluegrass; (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of rate center V&H

coordinates for the NPA-NXX numbers assigned to mobile CMRS customers shall not create legal or regulatory obligations for either Party that do not otherwise exist.

4.3 Signaling

SS7 connectivity is required on both Parties' networks. 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 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. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as Bluegrass Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. Bluegrass must interconnect, directly or indirectly, with the SCRTC Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. Bluegrass may choose a third-party SS7 signaling provider to transport signaling messages to and from SCRTC's SS7 network. In that event, the third-party provider must present a letter of agency to SCRTC authorizing the third party to act on behalf of Bluegrass in transporting SS7 messages to and from SCRTC. The third-party provider for Bluegrass must interconnect with the SCRTC STP(s) serving the geographic area in which the traffic exchange trunk groups are located. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

5.0 COMPENSATION ARRANGEMENTS

5.1 CMRS-LEC Telecommunications Traffic

5.1.1 Each Party shall pay the other Party for transporting and terminating Telecommunications Traffic that either Party delivers to the other Party's network. The charges and rates for terminating Telecommunications Traffic shall be at the rates set forth in Appendix B 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 SCRTC will not in any case provide any compensation to Bluegrass for traffic associated with ISP traffic or one-way CMRS, including paging services, provided by Bluegrass.

5.2 Rate Structure

All POCs will be established between the Parties' facilities-based networks as specified in Appendix A for the delivery of Telecommunications Traffic. Bluegrass shall obtain special access from SCRTC subject to the rates, terms, and conditions contained in SCRTC's applicable intrastate access tariffs. For any specific POC, the Parties agree to charge a single, combined, per-minute rate, as specified in Appendix B, which encompasses total compensation for any additional transport, call termination and/or any other facilities utilized to terminate Telecommunications Traffic on either of the Party's respective networks.

5.3 Non-Recurring Charges

The SCRTC agrees to charge non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities pursuant to conditions set forth in this Agreement.

5.4 Inter-MTA Traffic

The specific compensation arrangements set forth in this Agreement for Telecommunications Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.2. Bluegrass will provide compensation to SCRTC for terminating Inter-MTA Traffic according to the terms and conditions of SCRTC's applicable federal and state access tariffs.

5.4.1 Bluegrass and SCRTC will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic (defined in Section 3.1.2), and, Telecommunications Traffic delivered by either Party pursuant to this Agreement. These percentage usage factors will apply to traffic excluding the traffic discussed in Section 3.1.5 that will be measured by SCRTC and excluded from the total traffic amounts. The percentages are specified in Appendix A and may be amended from time to time after review and agreed upon by both Parties, but no more frequently than every 12 months as provided for in that Appendix, provided however that any such change in factors will be supported by an auditable report that shows the ratio of Inter-MTA traffic to total traffic for a study period of no less than 6 months.

5.4.2 The Parties recognize that Inter-MTA traffic (defined in Section 3.1.2) is both Interstate and Intrastate in nature. For the Inter-MTA traffic delivered over the connecting facilities by either Party, the Parties may develop mutually acceptable Interstate and Intrastate factors. The percentages, if any, are specified in Appendix A and may be amended from time to time as provided for in that Appendix, provided however that the total Inter-MTA factor will be no less than 3% of Telecommunications traffic delivered to SCRTC by Bluegrass. The relative Interstate and Intrastate percentages, if any, 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 Telecommunications Traffic (for which local 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 as defined at the start of communications; provided, however, that for Bluegrass the location of the initial cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer. Until such time, if any, that Bluegrass has the ability to measure and jurisdictionalize the actual traffic on a real-time basis, the Parties will use SCRTC's monthly billing records as the basis for determining monthly call volumes of both Parties.

5.5 Traffic Distribution

The parties agree to establish and set forth in Appendix A the relative directionality and distribution of traffic. The Parties agree to use the initial default percentages set forth in Appendix A for the application of charges pursuant to this Agreement. The initial default percentages will be used for a minimum of six (6) months from the effective date of this Agreement. At the request of either Party thereafter, the factors will be adjusted based on the parties' respective percentages of total traffic originated by each party and terminated by the other based on actual call counts or other verifiable traffic reports reflecting usage statistics for a period of time no less than 30 days in length. The Parties agree that such revised percentages will be used for a minimum of three (3) months unless otherwise agreed to in writing by the Parties provided, however, that at no time will the percentage of local traffic billed by SCRTC to Bluegrass for the delivery of traffic be less than fifty percent (50%) of the total traffic exchanged between the Parties. In the event of a dispute regarding the adjustment to these factors, the parties shall exchange all data which supports any proposed revisions to the then current default percentages and the dispute will otherwise be resolved pursuant to the provisions of Section 14.9.

5.6 Billing Arrangements

Each party will bill the other based on factors contained in Appendix A. SCRTC will bill the total M: L Telecommunications Traffic MOUs subject to termination compensation plus applicable state and federal access charges for InterMTA traffic plus full facility charges to Bluegrass each month. Bluegrass will bill SCRTC total L:M Telecommunications Traffic MOUs subject to termination compensation. Parties agree that total minutes billed for a given usage period will total minutes exchanged between the two parties.

In order to facilitate billing between the two Parties, SCRTC and Bluegrass agree to utilize a non-reciprocal rate that reflects anticipated traffic exchange between the two Parties. Bluegrass will issue no billing to SCRTC and SCRTC will bill Bluegrass for terminating traffic delivered by Bluegrass to SCRTC at rates specified in Appendix B of this Agreement.

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.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement (“Implementation Schedule”). Both SCRTC and Bluegrass shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 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 to the other Party's network in a 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. However, to the extent that either Party is unable to measure such traffic, compensation will be based on the Mobile/Land ratio as provided in Appendix A. Each party is solely responsible for its own participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.4 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.

7.5 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.

7.6 If such characteristics or methods of operation are not in accordance with the preceding paragraphs 7.4 & 7.5 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. However, should it be determined that the service discontinuance was in error or that the fault was not in the network of the Party to whom service to a circuit, facility or particular item of equipment was discontinued, then an allowance for interruption shall be due from the discontinuing Party to the Party to whom service was discontinued. Such allowance will equal a prorated amount for each day or fraction thereof for which service was interrupted. Any service allowances due under this agreement must be requested.

7.7 The physical connection of facilities and interexchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.8 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

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

7.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

7.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore or its successors for maintaining the LERG in a timely manner.

7.12 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

7.13 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).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective upon execution by the Parties.

8.2 The initial term of this Agreement shall be two (2) years from the effective date and shall then automatically renew on a year-to-year basis. The Agreement may be terminated by either party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least sixty (60) days in advance of the expiration of the initial term or any renewal term thereof. In the event such notice of termination is provided, and either party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement. In the event the parties have been unable to successfully negotiate a successor agreement within one hundred thirty five (135) days of the request to renegotiate, either party

may, for a period of twenty-five (25) days, initiate arbitration of a successor agreement with the Commission pursuant to Section 252(b) of the Act.

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 interconnection 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 SCRTC, authority involves the provision of local exchange or exchange access services. For Bluegrass, 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 thirty (30) 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.

8.6 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 specifying the nature 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. 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.

9.0 CANCELLATION CHARGES

Except as provided 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 authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only 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.

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 this section, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge 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 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 neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. 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 SCRTC is a corporation duly organized, validly existing and in good standing under the laws of the State 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 Bluegrass Cellular Inc. is a Kentucky Corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky 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 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.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the Act and the regulations promulgated there under and, to the extent not inconsistent with federal law with the laws 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

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 60 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 60 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 SCRTC shall invoice Bluegrass on a monthly basis. Bluegrass 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.

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.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction. This provision shall not diminish, excuse or otherwise affect the Parties obligations regarding Disputed Amounts as provided for in Paragraph 14.8 above.

14.10 Notices.

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Bluegrass :
2902 Ring Road
Elizabethtown, KY 42701
Attn: Ron Smith, General Manager

To: South Central Rural Telephone Cooperative Corp.
PO Box 159 / 1399 Happy Valley
Glasgow, KY 42141
Attn: Regulatory Affairs

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail.

14.11 Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any 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, 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 terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

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, supplements 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

Notwithstanding any provision in this Agreement to the contrary, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law (collectively "Change in Law") materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. Changes in Law will not affect retroactively any payments previously made between the Parties pursuant to this Agreement unless the Change in Law explicitly requires retroactive adjustment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2004.

South Central Rural Telephone Cooperative, Corp. Inc. Bluegrass Cellular, Inc

By: _____ /original signature on file/

By: _____ /original signature on file/

Printed: Forrest Wilson

Printed: Ron Smith

Title: General Manager

Title: General Manager

Dated: _____

Dated: _____

Appendix A

I. Connecting Facilities (POCs)

- A. Type 1 Service is limited to current deployment locations.
- B. Type 2A GLSGKYXR02T, HRCVKYXA02T
- C. Type 2B GLSGKYXRDS0, HRCVKYXADS0

II. Traffic Factors:

Subject to revision pursuant to Section 5.5 above, the Parties agree that the following initial default factors shall be used for purposes of applying charges and determining each Party's proportionate share of traffic pursuant to this Agreement:

- Mobile to Land Traffic 55%
- Telecommunications Traffic 97%
- Intrastate Inter-MTA 1%
- Interstate Inter-MTA 2%

- Land to Mobile Traffic 45%
- Telecommunications Traffic 100%

Factors described herein are initial factors and may be updated pursuant to terms and methods described in Section 5.5 of this Agreement.

Appendix B

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

This Exhibit specifies the rates for the transport and termination of specific traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between SCRTC and Bluegrass as follows:

1. TYPE 1 DIRECT INWARD DIAL SERVICE (“DID”) RATES AND CHARGES

	Non-recurring *	Monthly
a. Charges for Type 1 DID Service per 24 digital trunks	not applicable	not applicable
b. Type 1 Number Administration Charge per block of 100 numbers	not applicable	\$10.00

* Non-recurring fees apply only to those services provisioned following the effective date of this agreement.

2. CHARGES FOR TRANSPORT, TERMINATION AND SWITCHING of Telecommunications Traffic:

For traffic delivered by Bluegrass to SCRTC

a. Type 1: (per terminating minute of use):	\$0.009
b. Type 2A: (per terminating minute of use):	\$0.009
c. Type 2B (per terminating minute of use):	\$0.009
d. Dedicated facilities and services	see note 1

Note 1: per SCRTC access tariff.

For traffic delivered by SCRTC to Bluegrass

a. Type 1: (per terminating minute of use):	\$0.000
b. Type 2A: (per terminating minute of use):	\$0.000
c. Type 2B (per terminating minute of use):	\$0.000

3. THIRD PARTY TRAFFIC TRANSIT (billed to originating party)

a. Transit per minute	\$0.0038587
- per minute transiting SCRTC’s tandem facilities for origination by and termination to a non- SCRTC end user but excluding interexchange carrier traffic.	