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ATTORNEYS

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June 2, 2006

RECEIVED
JUN 05 2006
PUBLIC SERVICE
COMMISSION

Via Federal Express

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

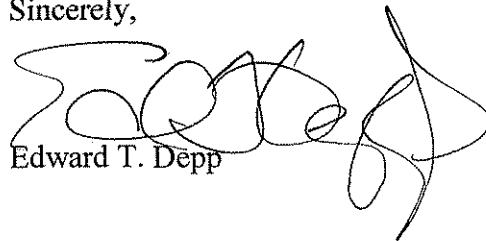
Re: *In the Matter of: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with T-Mobile USA, Inc. Case No. 2006-00239*

Dear Executive Director O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of the Arbitration Petition of Ballard Rural Telephone Cooperative Corporation, Inc. Please file stamp one of the enclosed copies and return it to us in the enclosed, self addressed stamped envelope.

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

Sincerely,



Edward T. Depp

ETD/lb

Enclosure

cc: Steven E. Watkins (w/encl.)
John E. Selent, Esq. (w/o encl.)
Holly C. Wallace, Esq. (w/o encl.)

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
JUN 05 2006
PUBLIC SERVICE
COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone)
Cooperative Corporation, Inc. for)
Arbitration of Certain Terms and)
Conditions of Proposed Interconnection)
Agreement with T-Mobile USA, Inc. Pursuant)
to the Communications Act of 1934,)
as Amended by the Telecommunications)
Act of 1996)

Case No. 2006- 00239

**ARBITRATION PETITION OF
BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.**

Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural"), by counsel, petitions the Public Service Commission of the Commonwealth of Kentucky (the "Commission") pursuant to Section 252(b)¹ of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), to arbitrate certain terms and conditions of a proposed interconnection agreement between Ballard Rural and T-Mobile USA, Inc. ("T-Mobile").

PARTIES

1. Petitioner Ballard Rural's full name and its official business address are as follows:

Ballard Rural Telephone Cooperative Corporation, Inc.
159 West 2nd Street
P.O. Box 209
LaCenter, KY 42056-0209

¹ 47 U.S.C. § 252(b)

Ballard Rural is a Kentucky non-profit corporation, and it is authorized by the Commission to provide local exchange service in Kentucky. Ballard Rural is, and at all times relevant has been, a rural local exchange carrier ("LEC") under the terms of the Act.

2. The name, address, and contact number for Ballard Rural's representatives in this proceeding are as follows:

John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202
(502) 540-2300 (Telephone)
(502) 585-2207 (Facsimile)

3. Respondent T-Mobile's full name and its official business address are as follows:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

T-Mobile is a foreign corporation registered to do business in Kentucky, and it is authorized by the Commission to provide commercial mobile radio service ("CMRS") in Kentucky. T-Mobile is, and at all times relevant has been, a CMRS provider under the terms of the Act.

4. The name and address for T-Mobile's point of contact and presumed representative in this proceeding is as follows:

Dan Williams
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
(425) 383-5784 (Telephone)
(425) 383-4840 (Facsimile)

JURISDICTION

5. The Commission has jurisdiction over Ballard Rural's petition pursuant to section 252(b) of the Act. This petition is timely filed during the period from the 135th to the 160th day after January 1, 2006, the date on which Ballard Rural received T-Mobile's bona fide request for interconnection.²

NEGOTIATIONS

6. The parties agree that the statutory bona fide negotiation window began on January 1, 2006.³

7. By letter dated February 3, 2006, Ballard Rural provided T-Mobile with a copy of the template interconnection agreement from which negotiations would proceed.⁴

8. T-Mobile did not propose changes to that initial draft, and on March 14, 2006, Ballard Rural sent T-Mobile another template interconnection agreement, this time with the proposed traffic exchange splits, proposed reciprocal compensation rates, and proposed point of interconnection.⁵

9. T-Mobile still did not propose changes to Ballard Rural's template interconnection agreement; rather, ignoring Ballard Rural's template agreement, T-Mobile sent its own template

² See Section 3.01 of Agreement, *In the Matter of: Petition of BellSouth Telecommunications, Inc. Seeking Resolution of Third Party Transit Traffic Issues*, Public Service Commission Case No. 2003-00045, attached hereto as Exhibit 1; See also February 3, 2006 letter from John E. Selent to Dan Menser, attached hereto as Exhibit 2.

³ *Id.*

⁴ See Ex. 2.

⁵ See March 14, 2006 letter from John E. Selent to Greg Tedesco, attached hereto as Exhibit 3.

agreement to Ballard Rural by electronic mail dated April 20, 2006, and asked Ballard Rural to adopt that agreement.⁶

10. By electronic mail dated May 8, T-Mobile inquired about Ballard Rural's review of T-Mobile's template agreement and sought an extension of the arbitration window.⁷

11. On May 15, 2006, Ballard Rural declined to attempt to extend the arbitration window, and informed T-Mobile that negotiations should proceed from Ballard Rural's template agreement, not T-Mobile's, because it is customary to negotiate based on the ILEC's agreement.⁸

12. On May 22 and May 23, 2006, nearly five months after the negotiation window had begun, four months after Ballard Rural sent T-Mobile a template interconnection agreement, and one week into the arbitration window, T-Mobile agreed to propose changes to Ballard Rural's template agreement and essentially superimposed its previously-rejected template agreement over the Ballard Rural template.⁹

13. Due to the sheer volume and scope of last minute changes proposed by T-Mobile¹⁰, coupled with the impending close of the arbitration window, T-Mobile's actions have intentionally foreclosed the possibility of productive, good faith negotiations to date.

⁶ See April 20, 2006 email from Dan Williams to John E. Selent, attached hereto as Exhibit 4.

⁷ See May 8, 2006 email from Dan Williams to John E. Selent, attached hereto as Exhibit 5.

⁸ See May 15, 2006 letter from John E. Selent to Dan Williams, attached hereto as Exhibit 6.

⁹ See May 22 and May 23, 2006 emails from Dan Williams to John E. Selent, attached hereto as Exhibit 7; *see also* T-Mobile redlined agreement, attached hereto as Exhibit 8.

¹⁰ See Ex. 8.

14. Given the December 31, 2006 expiration of the agreement approved by the Commission in Case No. 2003-00045, it is imperative that the parties have a valid and effective interconnection agreement by the end of this year.

STATEMENT OF SOLE ISSUE

15. Ballard Rural's proposed draft of the interconnection agreement is attached hereto as Exhibit 9.

16. Ballard Rural states that its proposed draft of the interconnection agreement (Ex. 9) complies with the standards set forth in 47 U.S.C. §§ 252(c) and (e) and all applicable state law in that it meets the requirements of 47 U.S.C. § 251, including the regulations prescribed by the Federal Communications Commission pursuant to 47 U.S.C. § 251, and it complies with the pricing standards set forth 47 U.S.C. § 252(d).

17. Without waiving any of its rights or arguments with respect to T-Mobile's failure to negotiate in good faith, Ballard Rural acknowledges that T-Mobile's last minute rewrite of the proposed agreement implies the presence of a significant number of unresolved issues. Given the impending close of the arbitration window, Ballard Rural has attached an issues matrix that attempts, as much as possible, to identify all unresolved issues and Ballard Rural's position with respect to those issues. (*See* Issues Matrix, incorporated herein by reference as if fully set forth, attached hereto as Ex. 10.) Because T-Mobile did not provide its drastically revised agreement until a week into the arbitration window, however, the only documentation arguably setting forth T-Mobile's position with respect to the unresolved issues is its redline of the Ballard Rural template agreement. (*See* Ex. 8.)

REQUEST FOR RELIEF

WHEREFORE, Ballard Rural respectfully requests that the Commission grant the following relief:

A. That the Commission conclude the arbitration of the unresolved issues between Ballard Rural and T-Mobile within nine months of January 1, 2006, the date on which Ballard Rural received the interconnection request.

B. That the Commission resolve the sole unresolved issue in favor of Ballard Rural.

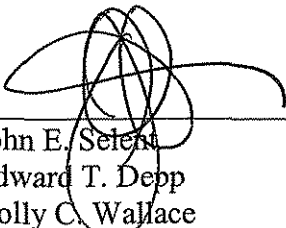
C. That the Commission issue an order directing the parties to submit a final agreement reflecting all language in the attached, proposed interconnection agreement (Ex. 9).

D. That the Commission retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Commission in accordance with section 252(e) of the Act.

E. That the Commission further retain jurisdiction of this arbitration and the parties hereto until T-Mobile has complied with all implementation time frames specified in the arbitrated agreement and fully implemented the agreement.

F. That the Commission take such other and further action and order such relief as it deems appropriate under the circumstances.

Respectfully submitted this 12th day of June, 2006.



John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street

Louisville, Kentucky 40202
(502) 540-2300 (telephone)
(502) 585-2207 (fax)

**COUNSEL TO BALLARD RURAL
TELEPHONE COOPERATIVE
CORPORATION, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by Federal Express and electronic mail on this 1st day of June, 2006, to the following individual(s):

Dan Williams (dan.williams@t-mobile.com)

T-Mobile

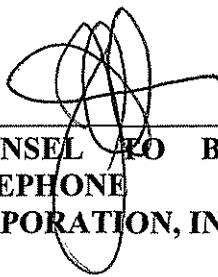
12920 SE 38th Street

Bellevue, WA 98006

(425) 383-5784 (Telephone)

(425) 383-4840 (Facsimile)

Counsel to T-Mobile USA, Inc.



**COUNSEL TO BALLARD RURAL
TELEPHONE COOPERATIVE
CORPORATION, INC.**

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:)
)
Petition of BellSouth Telecommunications,) Case No. 2003-00045
Inc. Seeking Resolution of Third Party)
Transit Traffic Issues)

AGREEMENT

This Agreement is made and entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), the Commercial Mobile Radio Service ("CMRS") providers listed in Exhibit A hereto ("Signatory CMRS Providers"), and the rural independent local exchange carriers listed in Exhibit B hereto ("Rural LECs"), on their own behalf and on behalf of their past, present and future agents, employees, successors, assigns and anyone claiming for the benefit of any of them (collectively referred to as "the Parties").

Whereas, BellSouth has entered into various interconnection agreements with CMRS Providers under which BellSouth has offered and is providing intermediary tandem switching and transport services to such CMRS Providers for the delivery of CMRS Provider Traffic to the Rural LECs' networks for termination.

Whereas, under the "Kentucky Restructured Settlement Plan," BellSouth and the Rural LECs have established interconnection facilities and an interconnection point between their networks, and agreed to contractual terms and conditions pursuant to the "Kentucky Restructured Settlement Plan"; and

Whereas, by this Agreement, the Parties are agreeing to terms, as set forth herein, under which BellSouth may and shall deliver CMRS Provider Traffic, to the extent such traffic is delivered to BellSouth by the CMRS Providers, to the networks of the Rural LECs over the existing facilities referred to above.

Now, therefore, in consideration of the mutual agreements, undertakings and representations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.00 Definitions

For purposes of this Agreement only, the Parties agree to utilize the definitions set forth in this Section 1.00.

1.01 "Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

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1.02 "CMRS Provider" is a telecommunications carrier providing commercial mobile radio service within the meaning of 47 C.F.R. § 20, et seq.

1.03 "CMRS Provider Traffic" is defined as Telecommunications traffic originated by a subscriber of a CMRS Provider for which BellSouth provides to a Signatory CMRS Provider intermediary tandem switching, and transport (i.e., transit functions) for delivery of such traffic to a Rural LEC for termination on the Rural LEC's network over the facilities established between BellSouth and the Rural LEC for such purposes, according to the terms of this Agreement.

1.04 "Commission" or "KPSC" means the Public Service Commission of the Commonwealth of Kentucky.

1.05 "Covered CMRS Provider Traffic" is defined as CMRS Provider Traffic of a Signatory CMRS Provider for which BellSouth generates and delivers to the terminating Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and minutes of use for such CMRS Provider Traffic (currently known as "110101 format message and billing records").

1.06 "Kentucky Restructured Settlement Plan" or "KRSP" is the Order of the Public Service Commission of the Commonwealth of Kentucky dated January 23, 1991, in Phase I of Administrative Case No. 323.

1.07 "Rural LECs" are defined as those local exchange companies ("LECs") as set forth in Exhibit B to this Agreement.

1.08 "Signatory CMRS Providers" are defined as the Commercial Mobile Radio Service Providers as set forth in Exhibit A to this Agreement.

1.09 "Telecommunications" is as defined in the Act.

2.00 Specific Terms

2.01 Pursuant to this Agreement, BellSouth may deliver, for termination, Signatory CMRS Provider Traffic to the Rural LECs' networks in the same manner, and over the same trunking facilities, as established pursuant to the KRSP Plan.

2.02 For purposes of this Agreement, Signatory CMRS Providers are limited to those CMRS providers that possess a CMRS license for CMRS service within a Major Trading Area(s) within Kentucky.

2.03 Reserved For Future Use.

2.04 BellSouth may deliver to the Rural LECs Signatory CMRS Provider Traffic for which BellSouth does not provide industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently

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known as "110101 format message billing records") subject to all of the following terms: (a) BellSouth must establish mutually agreeable exchange of data and administrative processes with the Rural LECs to provide complete and accurate documentation of such traffic that will permit the Rural LECs to track, verify, and audit such CMRS Provider Traffic; and (b) the Rural LECs will bill BellSouth (or in those instances where the Rural LEC does not bill BellSouth, BellSouth will provide compensation through the monthly settlement process with that Rural LEC) and BellSouth shall compensate the Rural LECs in the same manner that it compensates the Rural LECs for intrastate access traffic as described in Section 2.01 above, provided, however, that the rate at which such CMRS Provider Traffic is compensated shall be \$0.027 per minute of use following the Effective Date of this Agreement and continuing through December 31, 2005. BellSouth will compensate the Rural LECs at a rate of \$0.022 per minute of use from January 1, 2006 through December 31, 2006. The Rural LECs will adjust the billing for the total traffic over the KRSP facility which is billed (or due through settlements), and due from, BellSouth to account for the minutes of CMRS Provider Traffic that is within the scope of this paragraph. BellSouth shall make payment to the Rural LECs pursuant to this Section 2.04, in immediately available U.S. funds, no later than 30 days after the invoice date. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider under the terms of the Interconnection Agreement between BellSouth and the CMRS Provider, including all effective Annexes and Attachments thereto.

2.05 The Rural LECs agree not to seek compensation from a Signatory CMRS Provider for (1) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs pursuant to this Agreement; or (2) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs prior to the Effective Date of this Agreement for which BellSouth compensates or has previously compensated the Rural LECs upon the same terms and conditions required of traffic terminated under the KRSP or on terms which are otherwise agreed to by the Rural LECs.

2.06 Except as required by this Agreement, BellSouth and the Signatory CMRS Providers will treat CMRS Provider Traffic, including Covered CMRS Provider Traffic, consistent with the terms of the respective interconnection agreements between BellSouth and the Signatory CMRS Providers and all effective Annexes and Attachments thereto, including, but not limited to, the network provisioning, transport, termination, and billing and collection of such traffic.

2.07 Beginning on the Effective Date of this Agreement, and ending on December 31, 2005, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs for Covered CMRS Provider Traffic pursuant to this Section in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.025 per minute of use unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. Beginning on January 1, 2006, and ending on December 31, 2006, and unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs pursuant to this Section for Covered CMRS Provider Traffic in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.015 per

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minute of use. Subject to the audit provisions set forth below in this subsection, the Signatory CMRS Providers and the Rural LECs agree to accept BellSouth's measurement of minutes of use and industry standard call detail records as the basis for the billing from and compensation to the Rural LECs for Covered CMRS Provider Traffic as set forth in this Section. Notwithstanding the foregoing, any party may request an audit of such measurements within twelve months of the applicable billing date. The Rural LECs will deduct the minutes of use for Covered CMRS Provider Traffic described in this Section from the total KRSP facility minutes of use which is billed to (or due through settlements), and due from, BellSouth. Beginning on the Effective Date of this Agreement and through the period ending on December 31, 2006, the Signatory CMRS Providers shall compensate BellSouth for Covered CMRS Provider Traffic at a rate of \$0.015 per minute of use, unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider for transit functions performed by BellSouth under the terms of the interconnection agreement between BellSouth and the Signatory CMRS Provider, including all effective Annexes and Attachments.

2.08 Nothing herein shall affect, modify, or supercede any existing interconnection agreement between a Signatory CMRS Provider and a Rural LEC. Such existing interconnection agreements shall continue in full force and effect in accordance with the existing terms and conditions contained in such agreements. Nothing herein shall affect any Party's right to seek interconnection with any carrier, including with a carrier that is a Party to this Agreement, or preclude any Party from negotiating an interconnection agreement with another Party consistent with Sections 251 and 252 of the Act. Moreover, in the event that a Signatory CMRS Provider and a Rural LEC execute an interconnection agreement after the Effective Date of this Agreement, such agreement shall supersede the rights and obligations set forth in this Agreement only to the extent the interconnection agreement specifically provides for the termination of CMRS Provider Traffic otherwise covered by this Agreement.

2.09 This Agreement applies solely to the Telecommunications traffic specifically defined within the scope of this Agreement. As such, the terms of this Agreement do not apply to any other facilities, any other traffic that is switched or transported over any other facilities, or to traffic of any carrier that is not a CMRS Provider. For any other CMRS Provider Traffic that BellSouth delivers to a Rural LEC for termination that is not covered under Sections 2.04 and 2.07 of this Agreement (i.e., traffic from a CMRS Provider that is not a signatory to this Agreement), BellSouth agrees to compensate the Rural LECs for such traffic during the term of this Agreement under the same terms and conditions as traffic terminated by BellSouth under the KRSP.

2.10 For Covered CMRS Provider Traffic, BellSouth is responsible for providing to the appropriate terminating Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently known as "110101 format message and billing records"). BellSouth will provide such records to the terminating Rural LEC not later than 60 days after such usage occurs. The Signatory CMRS Providers are responsible for providing to BellSouth complete and

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accurate information regarding the billing address and billing contacts for the Signatory CMRS Providers. BellSouth will provide its billing address and contact information to the Rural LECs.

2.11 The terms and conditions set forth in this Agreement only apply on and after the Effective Date of this Agreement. With respect to the Signatory CMRS Providers, BellSouth agrees not to seek any additional compensation from a Signatory CMRS Provider for any Covered CMRS Provider Traffic for which BellSouth has paid, or has agreed to pay, the Rural LECs prior to the Effective Date of this Agreement.

2.12 Any undisputed charges incurred pursuant to this Agreement that are not timely paid by BellSouth to the Rural LECs, or are not timely paid by a Signatory CMRS Provider to BellSouth, will 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. The Parties agree that interest shall accrue and be paid on all overdue disputed amounts that are resolved in favor of the non-disputing party.

3.00 Term and Termination of the Agreement

3.01 This Agreement will become effective on the first calendar day of the month following KPSC approval (the "Effective Date"). This Agreement has an absolute termination date of December 31, 2006 regardless of, and in addition to, any other provisions herein under which this Agreement may be terminated by any Party. Therefore, all duties, rights, and obligations hereunder terminate on December 31, 2006. BellSouth and the Rural LECs shall commence no later than January 1, 2006 the negotiation of interconnection agreements as may be necessary to govern BellSouth's provision of transit service defining the relative rights and responsibilities between BellSouth and the Rural LECs with respect to any continuing CMRS provider traffic terminated to the Rural LECs. In the event that any Signatory CMRS provider desires to continue to route CMRS Provider Traffic destined for the Rural LECs through BellSouth's network after the expiration of this Agreement, the Signatory CMRS provider must initiate interconnection negotiations with the Rural LECs consistent with Section 251 and Section 252 of the Act by no later than January 1, 2006. Such negotiations, which may include but are not limited to rates, terms, and conditions of interconnection between and among the Parties, shall be conducted in good faith. In the event such negotiations are unsuccessful and the Commission is asked to arbitrate any open issues, the Parties shall submit to the arbitration processes and deadlines as set forth in Section 252(b) of the Act to settle any open issues relating to interconnection and compensation arrangements between and among the Parties. For purposes of determining all deadlines related to the negotiation and arbitration pursuant to this Section, the request date for all negotiations shall be deemed to be January 1, 2006 unless the actual request date for negotiations under Section 251 and 252 of the Act is earlier. The Parties agree that this Agreement will not prejudice the negotiations in any way.

3.02 In the event of Default by a Party, as defined below in this subsection, any of the non-defaulting Parties may terminate any and all terms and conditions of this Agreement with respect to the defaulting Party provided that a non-defaulting Party seeking termination with respect to the defaulting Party notifies the defaulting Party and the KPSC and any other affected

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Party in writing of the Default, the defaulting Party does not cure the alleged Default with thirty (30) days after receipt of such written notice, and the KPSC consents to the termination. With respect to a Defaulting Party, Default is defined as: (a) that Party's material breach of any of the material terms of this Agreement, including the compensation terms; or (b) any aspect of a Party's operations or actions that are determined by a court with proper jurisdiction or the Commission to be unlawful or not authorized.

3.03 The Parties agree to the terms and conditions of this Agreement related to the network arrangement for CMRS Provider Traffic, including specifically, but not limited to, BellSouth's provision of tandem switching of CMRS Provider Traffic and the delivery of that CMRS Provider Traffic to the Rural LECs over the same trunks that BellSouth uses to deliver its own interexchange service traffic, and compensation arrangements between and among the Parties for the Rural LEC's termination of such CMRS Provider Traffic, is a voluntary arrangement and represents a compromise between and among the Parties for the limited purpose of this Agreement, and does not create and should not be construed to create any obligations that do not otherwise apply to any Party. Notwithstanding the terms and conditions set forth in this Agreement, each Party has the right, at its sole discretion, to modify its network (including but not limited to the right to design and deploy its own network and facilities, upgrade its network, modify its end office and tandem switching hierarchy and/or architecture, modify trunking arrangements with other carriers, install new equipment or software, maintain its network, determine and designate the tandem switch(es) which its end offices will subtend for any traffic), except that the Parties agree for the limited term during which this Agreement remains in place between and among the Parties, they will not make any such modifications which materially alter, interfere with, disrupt, or discontinue the ability of the Signatory CMRS Providers to deliver CMRS Provider Traffic to the Rural LECs via BellSouth's network. This agreement to commit to keep in place these network arrangements for the limited term of this Agreement does not affect any Party's right to modify such arrangements following the term of this Agreement.

3.04 The Parties understand and agree that this Agreement will be filed with the Commission in Docket No. 2003-00045. The Parties agree that they will support approval of this Agreement before the Commission in settlement of such Docket as it relates to the issues in this Agreement.

4.00 No Waiver

4.01 The Parties agree that this Agreement represents a voluntary arrangement and compromise between and among the Parties, including the terms and conditions for compensation, and any compensation terms hereunder should not be construed as the agreement of any Party as to the appropriateness of such level of compensation.

4.02 Nothing in this Agreement shall be construed to create legal or regulatory requirements for the Parties that do not otherwise apply. Nothing in this Agreement shall be construed as a waiver by any of the Parties of any of the rights afforded, or obligations imposed, by Sections 251 or 252 of the Act. The terms of the arrangements set forth in this Agreement shall not prejudice the outcome of any subsequent interconnection negotiations or arbitrations

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between or among the Parties or any Commission arbitration.

4.03 Nothing in this Agreement shall preclude any Party from participating in any Commission proceeding or proceeding before the Federal Communications Commission ("FCC") relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. The Parties reach this Agreement without waiving or prejudicing any positions they have taken previously, or may take in the future, in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, or other types of arrangements prescribed in, this Agreement.

5.00 Warranties

5.01 The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement and to make or receive payments hereunder.

5.02 The Parties represent and warrant that they have fully read and understand the terms of this Agreement, and have freely and voluntarily executed this Agreement. The Parties represent and warrant that they enter into this Agreement without reliance upon any statement, inducement, promise or representation of the other Party or anyone else not fully expressed herein.

5.03 The Parties agree that the terms and conditions set forth herein will be made available on a nondiscriminatory basis to any CMRS Provider in Kentucky that becomes similarly situated to the Signatory CMRS Providers, provided that such similarly situated CMRS Providers agree to the terms of this Agreement. BellSouth shall provide written notice to the Rural LECs at least 30 days prior to any additional CMRS Provider becoming a party to this Agreement. This Agreement will be amended to include such additional CMRS Providers.

5.04 The Parties agree that in the event that the KPSC or the FCC renders an effective decision establishing the rights and obligations of the originating, terminating and intermediary carriers, then upon request of any Party hereto, the Parties will renegotiate all of the terms and conditions of this Agreement to be consistent with all controlling laws and regulations. In the event that the Parties are unable to reach a new agreement for alternative arrangements, the affected Parties shall petition the KPSC to determine the rights and obligations of the Parties. The effective date of any new agreement will be mutually agreed by the Parties or determined by the KPSC.

6.00 Entire Agreement and Successors in Interest

6.01 This Agreement reflects the entire agreement and understanding between the Parties with respect to the scope of the subject matters addressed herein, supersedes all prior agreements, arrangements, understandings, communications, representations or warranties, both oral and written, related to the subject matter hereof, and shall be binding upon and inure to the

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benefit of the executors, administrators, personal representatives, heirs, assigns, and successors of each Party.

7.00 Severability of Provisions

7.01 The Parties agree that any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event of the prohibition or unenforceability of any provision of this Agreement in any jurisdiction, the Parties agree to negotiate in good faith to revise such provision to accomplish the intent of the Parties in a manner permissible and enforceable within such jurisdiction.

8.0 Governing Law

8.01 This Agreement including all matters of construction, validity and performance shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to the choice of law or conflicts of law provisions thereof.

9.0 Additional Documents and Negotiations

9.01 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including, but not limited to, resolving any and all operational issues associated with the implementation of this Agreement.

9.02 Upon execution of this Agreement, the Parties agree to work cooperatively to identify and resolve any other issues associated with the delivery of traffic between the Parties that is within the scope of this Agreement.

10.0 Counterparts

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

11.0 Dispute Resolution

11.01 Any dispute between or among any of the Parties regarding the interpretation or enforcement of this Agreement, or any of its terms and conditions, shall be addressed by good faith negotiation between and among the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, any Party to the dispute may initiate an appropriate action at the KPSC to resolve the dispute. Pending such resolution, all the terms and conditions of this Agreement shall remain in full force and effect and the Parties shall continue to perform the services described in this Agreement.

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IN WITNESS THEREOF, the Parties have fully executed this Agreement as of _____, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Title: _____

AVP ICS Marketing

EXHIBIT A
Signatory CMRS Providers

AMERICAN CELLULAR CORPORATION
f/k/a ACC KENTUCKY LICENSE LLC

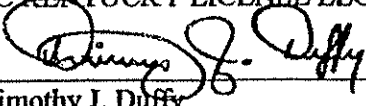
By: 
Timothy J. Duffy
Title: Sr. Vice President & CTO

EXHIBIT A
Signatory CMRS Providers

AT&T WIRELESS PCS, LLC, on behalf of itself
and its affiliate, Tritel Communications, Inc.

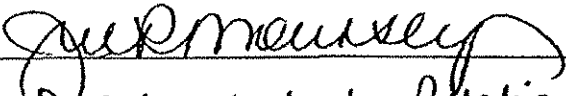
By: 
Title: Director - Industry Relations

EXHIBIT A
Signatory CMRS Providers

BELLSOUTH MOBILITY LLC d/b/a CINGULAR
WIRELESS and BELLSOUTH PERSONAL
COMMUNICATIONS LLC d/b/a CINGULAR
WIRELESS

By: Michael J. VanWinkle

Title: Director - sem- Network

OK,
CWA

EXHIBIT A
Signatory CMRS Providers

SPRINT SPECTRUM L.P., on behalf of itself
and SprintCom, Inc., d/b/a SPRINT PCS

By: W. Richard Moran

Title: Vice President - External Affairs

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *Harold E. Parker*

Title: *General Manager*

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: *Alison Kitching*

Title: *Gen Mgr.*

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: 

Title: Exec Vice President / CEO.

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: John S. T. A.

Title: CEO/GM

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

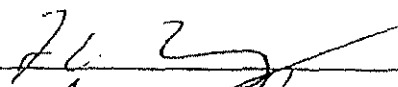

COALFIELDS TELEPHONE COMPANY, INC.

By: Gene O. Markert

Title: Vice President

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: 
Title: 

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: Gregory A. Hale

Title: GM - Executive Vice President

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: WA Gillum

Title: General Manager

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By:  _____

Title: President & CEO _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: Keith Abbott

Title: Manager

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: 

Title: General Manager

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: Robert C. Thacker

Title: Pres.

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: Jim R. Grunstedt

Title: CEO

EXHIBIT B

LESLIE COUNTY TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director - Carrier Relations*

LEWISPORT TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director Carrier Relations*

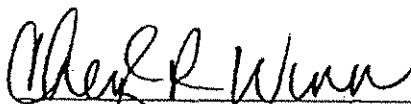
SALEM TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director - Carrier Relations*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 23rd day of April 2004.


Cheryl R. Winn

SERVICE LIST – PSC 2003-00045

Stephen R. Byars
ALLTEL Kentucky, Inc.
P. O. Box 1650
Lexington, KY 40588-1650

Harlon E. Parker
Ballard Rural Telephone
159 W. 2nd Street
P. O. Box 209
LaCenter, KY 42056-0209

J. D. Tobin, Jr.
Allison T. Willoughby
Brandenburg Telephone Co.
200 Telco Road
P. O. Box 599
Brandenburg, KY 40108

John Schmoldt
Gearheart Communications Co., Inc.
d/b/a Coalfields Telephone Co.
5 Laynesville Road
Harold, KY 41635

William W. Magruder
Duo County Telephone
1021 W. Cumberland Avenue
P. O. Box 80
Jamestown, KY 42629

Thomas E. Preston
Foothills Rural Telephone
1621 Kentucky Route 40W
P. O. Box 240
Staffordsville, KY 41256

James Hamby
Highland Telephone Cooperative, Inc.
P. O. Box 119
7840 Morgan County Highway
Sunbright, TN 37872

Greg Hale
Logan Telephone Cooperative
P. O. Box 97
10725 Bowling Green Road
Auburn, KY 42206

W. A. Gillum
Mountain Telephone Cooperative, Inc.
405 Main Street
P. O. Box 399
West Liberty, KY 41472-0399

F. Thomas Rowland
North Central Telephone
872 Highway 52 Bypass
P. O. Box 70
Lafayette, TN 37083-0070

Keith Gabbard
Peoples Rural Telephone
P. O. Box 159
McKee, KY 40447

Daryl Wyatt
South Central Rural Telephone
P. O. Drawer 159
Glasgow, KY 42142-0159

Jeff Handley
TDS – Telecom South East Division
9737 Cogdill Road, Suite 230
Knoxville, TN 37932-3374

William K. Grigsby
Thacker-Grigsby Telephone Co.
9500 Communications Lane
P. O. Box 789
Hindman, KY 41822

Trevor R. Bonnstetter
West Kentucky Rural Telephone
237 N. 8th Street
P. O. Box 649
Mayfield, KY 42066-0649

William R. Atkinson, Esq.
Sprint
3065 Cumberland Circle, 6th Floor
GAATLD0602
Atlanta, GA 30339

Hon. John N. Hughes
124 W. Todd Street
Frankfort, KY 40601

Verizon Wireless
Charon Harris, Esq.
1300 I Street, N.W., Suite 400 West
Washington, DC 20005

Cingular Wireless
Mark J. Ashby, Esq.
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

Action Communications
Robert R. Crawford
Tri-State Commerce Park
Building 1000
751 Country Road 989
Iuka, MS 38852

East Kentucky Network, LLC
d/b/a Appalachian Wireless
ATTN: Laura Phipps
355 Village Drive
P. O. Box 405
Prestonsburg, KY 41653

Bluegrass Cellular, Inc.
ATTN: Ron Smith, Gen. Mgr.
P. O. Box 5011
2902 Ring Road
Elizabethtown, KY 42701

ComScape Telecommunications, Inc.
ATTN: Bhogin M. Modi
1926 10th Avenue North
Suite 305
West Palm Beach, FL 33461

Nextel Partners
ATTN: Brent G. Ellefson
10120 West 76th Street
Eden Prairie, MN 55344

Nextel South Corporation
ATTN: Bob Edgerly
2001 Edmund Halley Drive
Reston, VA 20191

Carlos Carpenter
Northstar Technology
1895 Highway 461
Somerset, KY 42503

NTCH-ET, Inc.
ATTN: Garry Curry
1600 Ute Avenue, Ste. 10
Grand Junction, CO 81501

T-Mobile USA
Dan Menser, Esq.
12920 SE 38th Street
Bellevue, WA 98006

TeleCorp Communications, Inc.
ATTN: General Counsel
1010 N. Glebe Road
Arlington, VA 22201

Ms. Vicki Taylor
Third Kentucky Cellular Corp.
d/b/a Wireless 2000 Telephone Company
1264 Standish Way
Lexington, KY 40504

Tritel Communications, Inc.
ATTN: Joseph Pardue
111 E. Capital Street
Suite 500
Jackson, MS 39201

John E. Selent, Esq.
Edward T. Depp, Esq.
Dinsmore Shohl LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202

Hon. C. Kent Hatfield
Stoll, Keenon & Park
2650 Aegon Center
400 W. Market Street
Louisville, KY 40202

Hon. James Dean Liebman
Leibman & Liebman
403 W. Main Street
P. O. Box 478
Frankfort, KY 40602

Hon. Katherine K. Yunker
Yunker & Associates
P. O. Box 21784
Lexington, KY 40522-1784

Stephen G. Kraskin
Steven E. Watkins
Kraskin Lesse & Cosson
2120 L Street, N.W.
Suite 520
Washington, DC 20037

Gary Sanchez
Cingular Wireless
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

T-Mobile USA
State & Local Government Affairs
12920 SE 38th Street
Bellevue, WA 98006

Jeffrey J. Yost, Esq.
Mary Elisabeth Naumann, Esq.
Jackson Kelly PLLC
175 E. Main Street, Suite 500
P. O. Box 2150
Lexington, KY 40588

Leon M. Bloomfield, Esq.
Wilson & Bloomfield LLP
1901 Harrison Street, Suite 1630
Oakland, CA 94612

Holland N. McTyeire, V
Greenebaum, Doll & McDonald, PLLC
3300 National City Tower
101 South Fifth Street
Louisville, KY 40202

Doris A. Tichenor
1086 Annis Ferry Road
Morgantown, KY 42261

Hon. Martha M. Ross-Bain
AT&T
Suite 8100
1200 Peachtree Street
Atlanta, GA 30309

Dinsmore & Shohl LLP
ATTORNEYS

E0310795887US

John E. Selent
502-540-2315
john.selent@dinslaw.com

February 3, 2006

VIA EXPRESS MAIL

T-Mobile

Attn: Dan Menser
12920 SE 38th Street
Bellevue, WA 98006

Re: CMRS Agreement; Ballard Rural Telephone Cooperative Corporation, Inc.

Dear Mr. Menser:

We are legal counsel to Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural"). In that capacity, we have been requested to contact you regarding the agreement executed by BellSouth Telecommunications, Inc. ("BellSouth"), Commercial Mobile Radio Service ("CMRS") providers, and rural independent local exchange carriers ("Rural ILECs"), effective May 1, 2004. A copy of the agreement ("CMRS Agreement") is enclosed for your convenience.

The CMRS Agreement governs BellSouth's provision of transit service with respect to CMRS-provider traffic terminated to the Rural ILECs. The CMRS Agreement terminates on December 31, 2006. Pursuant to Section 3.01 of the Agreement, the signatory CMRS providers must commence interconnection negotiations with the Rural ILECs if they wish for their Rural-ILEC-destined traffic to continue to be transited through BellSouth's network after that date.

Pursuant to Section 3.01 of the CMRS Agreement, all of the interconnection negotiations will be deemed to have commenced on January 1, 2006, regardless of whether an actual request for negotiation was received by that date. Thus, the statutory window for arbitrating a new agreement will open on May 16, 2006 and close on June 10, 2006.

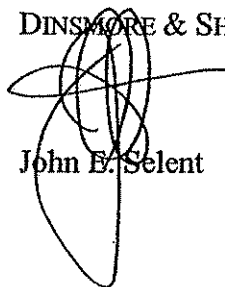
According to our records, we have not received a request from your company to interconnect with Ballard Rural. In the event that this is a simple oversight on your part, we are enclosing a template interconnection agreement that Ballard Rural is willing to execute with T-Mobile. Please contact us within two weeks of the date of this letter to inform us whether T-Mobile seeks to execute a new interconnection agreement with Ballard Rural.

February 3, 2006
Page 2

I look forward to hearing from you with regard to this issue. Thank you.

Very truly yours,

DINSMORE & SHOHL LLP

A handwritten signature in black ink, appearing to read "John E. Selent". The signature is stylized with overlapping loops and a long horizontal stroke extending to the right.

John E. Selent

JES/HCW

Enclosure

cc: Steven E. Watkins (w/ encl.)
Edward T. Depp, Esq. (w/o encl.)

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

March 14, 2006

VIA FEDERAL EXPRESS

T-Mobile

Attn: Greg Tedesco
1855 Gateway Blvd., Ste. 900
Concord, CA 94520

Re: CMRS Agreement; Ballard Rural Telephone Cooperative Corporation, Inc.

Dear Mr. Tedesco:

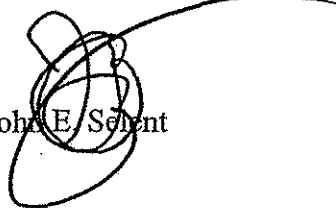
Pursuant to the interconnection negotiations between Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") and T-Mobile which commenced on January 1, 2006, we are enclosing an interconnection agreement with applicable traffic distribution percentages and rates per terminating minute of use.

Please provide us with your company information as indicated in Section 14.1.2 of the enclosed agreement, and verify your contact information in Section 14.10. Please also let us know whether T-Mobile is prepared to execute this interconnection agreement with Ballard Rural.

I look forward to hearing from you with regard to this issue. Thank you.

Very truly yours,

DINSMORE & SHOHL LLP


John E. Selent

JES/HCW
Enclosure

March 14, 2006

Page 2

cc: Steven E. Watkins (w/ encl.)
Leon Bloomfield, Esq. (w/encl.)

INGLE, KERRY

From: Williams, Dan [Dan.Williams@T-Mobile.com]
Sent: Thursday, April 20, 2006 7:24 PM
To: SELENT, JOHN
Cc: Tedesco, Greg
Subject: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone
Follow Up Flag: Follow up
Flag Status: Completed
Attachments: LEC Reciprocal Compensation Agreement - 4-20-06.doc

Dear Mr. Selent,

As you may be aware, T-Mobile USA, Inc. ("T-Mobile") is actively working with numerous LECs in Kentucky in the negotiation of reciprocal compensation agreements pursuant to 251(b) requests. Sometimes the LECs request T-Mobile to review a LEC generated form, and the sheer quantity of such a request does not make sense from a practical point of view.

Your clients are among those LECs in which T-Mobile is negotiating and I am attaching an agreement for your client's review. T-Mobile has found that this reciprocal compensation does the best job of addressing the pertinent issues related to interconnection between CMRS and LECs.

T-Mobile looks forward to entering into a reciprocal compensation agreement with your clients that adheres to the attached form. If I failed to list any of your clients in the subject line, please notify me so that I can update my records. Please do not hesitate to contact me if you have any questions.

<<LEC Reciprocal Compensation Agreement - 4-20-06.doc>>

Dan Williams
Corporate Counsel
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
425-383-5784 (o)
425-383-4840 (f)

TROXLE, MARLENE

From: Williams, Dan [Dan.Williams@T-Mobile.com]
Sent: Monday, May 08, 2006 5:38 PM
To: SELENT, JOHN
Cc: Tedesco, Greg
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone

John,

Just checking in to get a status update of your review. Given our arbitration window fast approaching and the upcoming AWS auction quiet period, I would like to suggest we push the arbitration window back to a point beyond the AWS auction.

Dan

From: Williams, Dan
Sent: Thursday, April 20, 2006 4:24 PM
To: john.selent@dinslaw.com
Cc: Tedesco, Greg
Subject: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone

Dear Mr. Selent,

As you may be aware, T-Mobile USA, Inc. ("T-Mobile") is actively working with numerous LECs in Kentucky in the negotiation of reciprocal compensation agreements pursuant to 251(b) requests. Sometimes the LECs request T-Mobile to review a LEC generated form, and the sheer quantity of such a request does not make sense from a practical point of view.

Your clients are among those LECs in which T-Mobile is negotiating and I am attaching an agreement for your client's review. T-Mobile has found that this reciprocal compensation does the best job of addressing the pertinent issues related to interconnection between CMRS and LECs.

T-Mobile looks forward to entering into a reciprocal compensation agreement with your clients that adheres to the attached form. If I failed to list any of your clients in the subject line, please notify me so that I can update my records. Please do not hesitate to contact me if you have any questions.

<< File: LEC Reciprocal Compensation Agreement - 4-20-06.doc >>

Dan Williams
Corporate Counsel
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
425-383-5784 (o)
425-383-4840 (f)

6/1/2006

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

May 15, 2006

VIA FEDERAL EXPRESS

T-Mobile
Attn: Dan Williams
Corporate Counsel
12920 SE 38th Street
Bellevue, WA 98006

Re: Interconnection Negotiations

Dear Mr. Williams:

We are counsel to Ballard Rural Telephone Cooperative Corporation ("Ballard Rural"). The purpose of this letter is to respond to your emails dated April 20 and May 8, 2006.

Ballard Rural has considered your proposal that it extend the arbitration window, but given that the January 1, 2006 request date was set by Commission approval of the CMRS agreement ("Agreement") approved in Kentucky Public Service Commission Case No. 2003-00045, we are not certain whether that can be accomplished without Commission involvement.

In addition, we should note that while we appreciate your concern with respect to your familiarity with T-Mobile's own form agreement, Ballard Rural has the same issue. Accordingly, all negotiations will need to proceed from the agreement that we forwarded to you in March. It is customary to negotiate based on the ILEC's form agreement, and we do not intend to deviate from that practice in this case.

Please note that, by its terms, the Agreement establishes the interconnection negotiation start date as January 1, 2006, which means that the arbitration window opens May 16, 2006 and closes on June 10, 2006. Accordingly, it is imperative that appropriate interconnection arrangements be established immediately.

Please also note that the Agreement expires by its terms on December 31, 2006. Accordingly, if T-Mobile desires to exchange traffic with Ballard Rural after that date, T-Mobile needs to execute an interconnection agreement with Ballard Rural. If T-Mobile does not have an

T-Mobile
May 15, 2006
Page 2

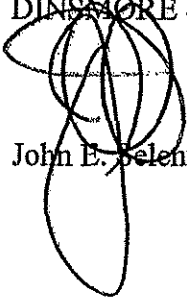
appropriate interconnection agreement with Ballard Rural as of January 1, 2007, T-Mobile will not be permitted to terminate traffic to Ballard Rural at and after that time.

Given the impending opening of the arbitration window, we look forward to your prompt response.

Thank you.

Very truly yours,

DINSMORE & SHOHL LLP

A handwritten signature in black ink, appearing to read "John E. Selent", is written over the typed name. The signature consists of several overlapping loops and a long vertical stroke at the bottom.

John E. Selent

JES/bmt

cc: Greg Tedesco, Esq.
Steven E. Watkins
Holly C. Wallace, Esq.
Edward T. Depp, Esq.

TROXLE, MARLENE

From: Williams, Dan [Dan.Williams@T-Mobile.com]
Sent: Monday, May 22, 2006 1:23 PM
To: SELENT, JOHN
Cc: Tedesco, Greg
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone
Follow Up Flag: Follow up
Flag Status: Red

John,

I rec'd your letter. First, I hope that we can correspond via e-mail and phone as I think they are more efficient. If you prefer to send correspondence via overnight letters, just let me know and we'll proceed accordingly.

Second, T-Mobile disagrees as to the assertion that it is customary to use the RLEC form in CMRS-RLEC reciprocal compensation agreements. Nonetheless, T-Mobile will acquiesce to using your clients form with the understanding that the form will require modification. In that regard, T-Mobile requests a soft copy in order to make redlines.

Third, and finally, if your clients believe that the KY PSC must be involved in an extension, then T-Mobile agrees to support a filing for an extension. I will make redlines as quickly as possible once I receive a soft copy, but even then, I doubt we'll be able to finalize our negotiations before the arbitration window closes. If you have other thoughts, I am open to suggestions.

Dan

From: Williams, Dan
Sent: Monday, May 08, 2006 2:38 PM
To: 'john.selent@dinslaw.com'
Cc: Tedesco, Greg
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone

John,

Just checking in to get a status update of your review. Given our arbitration window fast approaching and the upcoming AWS auction quiet period, I would like to suggest we push the arbitration window back to a point beyond the AWS auction.

Dan

From: Williams, Dan
Sent: Thursday, April 20, 2006 4:24 PM
To: john.selent@dinslaw.com
Cc: Tedesco, Greg
Subject: Reciprocal Compensation Agreement between T-Mobile and your clients Duo County, Ballard Telephone, Logan Telephone, and West Kentucky Telephone

6/1/2006

Dear Mr. Selent,

As you may be aware, T-Mobile USA, Inc. ("T-Mobile") is actively working with numerous LECs in Kentucky in the negotiation of reciprocal compensation agreements pursuant to 251(b) requests. Sometimes the LECs request T-Mobile to review a LEC generated form, and the sheer quantity of such a request does not make sense from a practical point of view.

Your clients are among those LECs in which T-Mobile is negotiating and I am attaching an agreement for your client's review. T-Mobile has found that this reciprocal compensation does the best job of addressing the pertinent issues related to interconnection between CMRS and LECs.

T-Mobile looks forward to entering into a reciprocal compensation agreement with your clients that adheres to the attached form. If I failed to list any of your clients in the subject line, please notify me so that I can update my records. Please do not hesitate to contact me if you have any questions.

<< File: LEC Reciprocal Compensation Agreement - 4-20-06.doc >>

Dan Williams
Corporate Counsel
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
425-383-5784 (o)
425-383-4840 (f)

TROXLE, MARLENE

From: Williams, Dan [Dan.Williams@T-Mobile.com]
Sent: Tuesday, May 23, 2006 7:40 PM
To: SELENT, JOHN
Cc: Tedesco, Greg; Markel, Chad; Depp,Tip; WALLACE, HOLLY; INGLE, KERRY; sewatkins@independent-tel.com
Subject: Duo - T-Mobile Recip Comp TMO edits 5-22-06.doc (Version 1)
Follow Up Flag: Follow up
Flag Status: Red
Attachments: Comparison of Duo - T-Mobile Recip Comp Duo original 5-22-06 with Duo - T-Mobile Recip Comp TMO edits 5-22-06.pdf; Duo - T-Mobile Recip Comp TMO edits 5-22-06.doc

John,

I've attached two documents: a clean and redline comparison of T-Mobile's edits. First, I hope that we can use one document at this stage. Given that I only received the soft copies yesterday, I thought it was more important to get you the redlines for one then simply copy/paste the same changes into each document. If your clients have differences, I'm sure we can deal with them separately once we finalize a standard template. Due to the tight time constraints, I am asking my clients to review the documents concurrently for their comments and changes.

Second, I propose we extend the arbitration window. T-Mobile doesn't believe that the PSC needs to be involved, but T-Mobile is willing to consider a joint filing or other notification to the PSC so that your clients can gain some comfortable level. Given the number of remaining issues w/ the draft, we will be hard-pressed to finalize by the end of the arbitration window.

Third, there are many issues that I suggest we cover generally before we get into significant drafting. I've outlined some of them below and next steps:

- Direct Connections: Please provide traffic reports to support the need for a d/c.
- Rate: Please provide cost studies to support the requested rates
- Dialing Parity: I may be mis-reading your draft, but please confirm that your clients will provide dialing parity to T-Mobile's customers.

I will be out tomorrow through the rest of the week. I suggest we meet early next week to discuss any changes you may have to my comments. I would hope that you are able to send the traffic studies and cost studies sooner to the folks on this e-mail, and give them an opportunity to review.

Dan

<<Comparison of Duo - T-Mobile Recip Comp Duo original 5-22-06 with Duo - T-Mobile Recip Comp TMO edits 5-22-06.pdf>> <<Duo - T-Mobile Recip Comp TMO edits 5-22-06.doc>>

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6/1/2006

AGREEMENT

for

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

CMRS-LEC AGREEMENT

Between

Duo County Telephone Cooperative Corporation, Inc.

and

T-Mobile USA, Inc.

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
 - 4.3 Signaling
- 5.0 Compensation Arrangements
 - 5.1 Subject Traffic
 - 5.2 Rate Structure
 - 5.3 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

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

Pursuant to this ~~CMRS-LEC Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic~~Reciprocal Compensation, Duo County Telephone Cooperative Corporation, Inc. ("Duo County") and T-Mobile USA, Inc. ("T-Mobile") will extend certain network arrangements to one another as specified below.

Recitals

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

WHEREAS, Duo County 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 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, Duo County and T-Mobile 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 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 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 the linking of the T-Mobile and Duo County networks for the delivery of traffic.~~

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

~~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 at the beginning of the call: (a) traffic originated by a CMRS end user of T-Mobile in one MTA and terminated to an end user of Duo County in another MTA; or (b) traffic originated by an end user of Duo County in one MTA and terminated to an end user of T-Mobile in another MTA. ~~Inter-MTA Traffic is subject to Duo County 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 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.~~

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 Duo County or T-Mobile, and "Parties" means Duo County and T-Mobile.

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. [T-Mobile Reviewing]

~~1.22 "Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which 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 T-Mobile is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of 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.~~

1.22 "Subject Traffic" is at the beginning of the call: (a) traffic originated by a CMRS end user of T-Mobile in one MTA and terminated to an end user of Duo County in the same MTA; or (b) traffic originated by an end user of Duo County in one MTA and terminated to an end user of T-Mobile in the same MTA.

~~1.25 "Termination" is, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.~~

~~1.26 "Transport" is, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the transmission and any necessary tandem switching of such telecommunications traffic from the interconnection point between the two carriers that is transited to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.~~

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 T-Mobile's, Duo County'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 interconnect the ~~CMRS network of T-Mobile and the LEC network of Duo County for the purposes of delivering certain traffic within the scope of this Agreement specifically including:~~

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

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

~~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.~~ exchange Subject Traffic and InterMTA Traffic.

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.

~~3.3 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 Duo County 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 Duo County originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by Duo County. There will be no sharing of access charge revenue that Duo County bills either interexchange carriers or any other carriers that obtain access services from Duo County. There will be no access services provided jointly between the Parties pursuant to this Agreement.~~

~~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 T-Mobile's CMRS mobile users that are located within the wireless service area of T-Mobile 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 T-Mobile.~~

~~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 Duo County for which Duo County has tariff authority to provide and to traffic associated with the provision of two-way CMRS by T-Mobile. 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 T-Mobile 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 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 The Parties agree to interconnect their respective networks within the incumbent LEC service area of Duo County at one or more Interconnection Points ("IPs") as established by Duo County. Interconnection will be provided through an appropriate Duo County tandem switching office. The IP(s) will be set forth in Appendix A. Duo County shall make available, to T-Mobile at the IP(s), trunks over which T-Mobile can terminate traffic described in Section 3.1 and Appendix A. T-Mobile shall make available, to Duo County at the IP(s), trunks over which Duo County 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.~~

~~4.1.2 Indirect Interconnection. T-Mobile~~Either party shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with Duo County at the IP(s). ~~In such case, on behalf of T-Mobile, the third party carrier will connect dedicated facilities with Duo County at the IP(s). T-Mobile~~the other party. The originating carrier shall be responsible for the payment to any third party carrier for any charges associated with the facilities transiting the originating traffic.

~~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 Duo County 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 Duo County, the trunk service arrangement may be used by T-Mobile to deliver traffic for termination to valid NXX codes associated with Duo County end offices that subtend the specific tandem office to which the Type 2A interconnection is made.~~

~~4.2.1.2 Based on the specific Duo County local service area of the originating Duo County end user, the trunk service arrangement may be used by Duo County to deliver traffic only to designated NPA-NXXs of T-Mobile for which the associated rate center (as determined by V&H coordinates) is within the specific Duo County local service area of the originating Duo County end user. Duo County local service areas are set forth in Duo County'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.~~

~~4.2.1.4 The delivery of traffic pursuant to Section 4.2.1.2 and the designation of rate center V & H coordinates by T-Mobile for NPA-NXX numbers assigned to T-Mobile's mobile CMRS customers does not necessarily affect or determine the services offered by Duo County or T-Mobile, 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 T-Mobile to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.~~

~~4.3 Signaling. 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. 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, 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 indentifying the originating switch of calls originating from Local Number Portability capable switches, etc. All parameters related to network signaling information will also be provided, such as T-Mobile 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. T-Mobile must interconnect, directly or indirectly, with the Duo County Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. T-Mobile may choose a third-party SS7 signaling provider to transport signaling messages to and from Duo County's SS7 network. In that event, the third-party provider must present a letter of agency to Duo County authorizing the third party to act on behalf of T-Mobile in transporting SS7 messages to and from Duo County. The third-party provider for T-Mobile must interconnect with the Duo County 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 ~~Subject Traffic. Each Party shall pay the other Party for Transport and Termination of Subject 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 Duo County will not provide any compensation to T-Mobile for traffic associated with one-way CMRS, including paging services, provided by T-Mobile rate set forth in Appendix A.~~

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. T-Mobile must obtain special access from Duo County subject to the rates, terms and conditions contained in Duo County's intrastate access tariff for the purpose of connection between the IP(s) and Duo County's applicable tandem office. These connecting facilities are set forth in Appendix A. Duo County will charge special access from the applicable Duo County 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 Duo County. 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.~~

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

5.4 ~~Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. T-Mobile will provide compensation to Duo County for originating and terminating Inter-MTA Traffic according to the terms and conditions of Duo County'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.~~

5.2 Inter-MTA Traffic. Each Party shall pay the other Party for Transport and Termination of InterMTA Traffic that either Party delivers to the other Party's network pursuant to the rate set forth in Appendix A.

~~5.4.1 T-Mobile and Duo County will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by T-Mobile over the connecting facilities 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 T-Mobile and exchanged by the Parties over the connecting facilities pursuant to this Agreement, the ratio of inter-MTA Traffic to Subject 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.~~ 5.3 Either Party may obtain usage records or a monthly traffic distribution report from the tandem operator summarizing traffic between the Parties. Alternatively, either Party may elect to measure actual terminating traffic through its own equipment and utilize these measurements in place of the usage records or traffic distribution reports from the tandem operator. If T-Mobile is unable to determine the amount of land-to-mobile traffic it terminates from Duo County, then T-Mobile will bill Duo County using the Traffic Ratio Factors listed in Appendix A. 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 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 T-Mobile 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.~~

5.4 Balanced Traffic. The Parties agree to bill each other for Subject Traffic as described in this Agreement unless the Subject Traffic exchanged between the Parties is roughly balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Subject Traffic exchanged, both directly and indirectly, equals or falls between 55% / 45% in either direction. When the actual usage data for three (3) consecutive months indicates that the Subject Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such

request, to eliminate billing for Reciprocal Compensation on a per minute basis. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned or delayed, there will be no billing for compensation or payments for Telecommunications Traffic on a going forward basis (i.e., bill and keep).

~~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 De Minimis Traffic. In the event the Subject Traffic terminated on the Parties' respective networks is *de minimis* such that the total minutes for which either Party is entitled to compensation is less than fifty thousand (50,000) minutes of use for a one (1) month period, the Parties agree that the only Reciprocal Compensation for such Subject Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party (i.e., Bill and Keep).

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~~twenty-four~~ (90~~24~~) days~~hours~~ 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 Thirty (30) days after the Effective Date of each quarter during the term of this Agreement, T-Mobile shall provide Duo County with a rolling six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement and in the form and such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."~~
~~7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing~~terminating~~ 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~~
~~7.2 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 Technical Requirements and Standards

7.9.1 Each Party will provide the services in this AGREEMENT to the other Party under reasonable and non-discriminatory conditions and at a standard that is at least equal in quality and performance to that which the Party provides to other connecting carriers.

7.9.2 Nothing in this AGREEMENT will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment and new software. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its network and the telecommunications services offered its customers and for any redesigning or rearrangement of its network which may be required as a consequence of this AGREEMENT, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

7.9.3 Duo County agrees that local dialing parity will be available to T-MOBILE in accordance with the Act. Specifically, for purposes of appropriately applying Duo County's toll tariff to its end user customers, Duo County will utilize Rate Centers published in the LERG for T-Mobile NPA-NXX codes. Calls to such NPA-NXXs will be rated no less favorably than calls by Duo County customers to other NPA-NXXs with the same rate center. To the extent T-Mobile imposes distance-sensitive charges on its customers for calls to Duo County's NPA-NXXs, T-Mobile will similarly recognize Duo County's rate centers and will rate calls to them in a way that is no less favorable than calls by T-Mobile customers to other NPA-NXXs with the same rate centers. Local Telecommunications Traffic originated by Duo County will be transited to T-Mobile by Duo County. All Subject Traffic originated by either Party and addressed to customers of the other will be subject to the reciprocal termination compensation rates set forth herein rather than to access charges.

7.9.4 Both parties acknowledge that the Operating Company Numbers ("OCNs") are critical in determining the requisite payments between the parties, and as such, agree that no payments shall be due and payable until each party informs the other party of its OCNs, not to be unreasonably withheld or delayed.

~~7.9 The physical connection of facilities, delivery of traffic, and/or termination 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.~~

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~~2007~~ (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~~month-to-year~~month~~ 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~~thirty (~~60~~30) 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 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 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 except as provided by law.

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 undisputed 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 Duo County, authority involves the provision of local exchange or exchange access services. For T-Mobile, 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.~~ 8.6 ~~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 of the alleged default and that the defaulting Party does not cure the alleged~~ if the defaulting party does not cure the default within thirty (30) calendar days of ~~after~~ 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.~~
- ~~(c) Default as may be defined elsewhere in 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 In addition to its indemnity obligations under Section 10.1 and 10.2, each Party shall provide, in its Tariffs or customer contracts that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any consequential damages (as defined in Subsection 11.2 below).~~

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 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 Duo County is a corporation 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 T-Mobile is a ~~[insert entity type]~~corporation, duly organized, validly existing and in good standing under the laws of the ~~[insert state of organization]~~Delaware 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 upon written request of the other party: (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.

14.4.4 Notwithstanding the foregoing, both parties agree that this confidentiality section shall survive termination of this Agreement.

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

Either Party may, upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which shall not be unreasonably withheld, assign this Agreement to an entity with which it is under common ownership and/or control. For purposes of this Subsection 14.7, it shall be deemed "reasonable" for the non-assigning party to withhold consent to a proposed assignment if the proposed 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. Any attempted assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement by the party attempting such assignment or delegation. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee. Notwithstanding the foregoing, and with written notice to the other Party, a Party may assign this Agreement to (a) any corporation resulting from any merger, consolidation or other reorganization involving the Party, (b) any individual or entity to which the Party may transfer substantially all of the assets and business of the Party, or (c) any entity that controls, is controlled by, or is under common control with the Party, or of which the Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

14.8 Billing and Payment; Disputed Amounts

~~14.8.1 Duo County~~ Except as provided herein, both parties shall invoice ~~T-Mobile~~ the other party on a monthly basis. ~~T-Mobile~~ The invoiced 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~~ receipt of the invoice. ~~Billing will be based on factors contained in Appendix applied to the terminating minutes of use over the interconnection facilities as measured by Duo County.~~

14.8.2 All charges under this agreement shall be billed within ~~one year~~ six months from the time the charge was incurred; previously unbilled charges more than ~~one year~~ six months 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~~ sixty (30/60) 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 thirty (30) 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.~~ the parties shall follow the procedures set forth in 14.9.

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~~ eight percent (4-1/2/8%) per month ~~annum~~ or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

14.9.1 Alternative to Litigation. Except for the enforcement of the provisions of Article 2.8 hereof, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

14.9.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives

for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

~~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. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or, upon mutual agreement, the Parties may submit their~~ 14.9.3 Arbitration. Except as otherwise provided in paragraph 2.8.1 above, if negotiations fail to produce within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, pursuant to the then effective rules which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.

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, or (ii) delivered by express delivery service to the following addresses of the Parties:

For Duo County: ATTN: Chief Executive Officer
Duo County Telephone Cooperative Corp., Inc.
P. O. Box 80, 2150 North Main Street
Jamestown, Kentucky 42629

With a copy to: John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, Kentucky 40202

For T-
T-Mobile: ATTN: Greg Tedesco
_____ 1855 Gateway Blvd., Ste. 900
_____ Concord, CA 94520

th

_____ General Counsel
_____ T-Mobile USA, Inc.
_____ 12920 SE 38th Street
_____ Bellevue, WA 98006

With copy to:

_____ Carrier Management
_____ T-Mobile USA, Inc.
_____ 12920 SE 38th Street

Bellevue, WA 98006

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, or (ii) the next business day when notice is sent via express delivery.

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, or 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, 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.

T-Mobile

Telephone Cooperative
Inc.

Duo County
Corporation,

By: _____

Printed: _____

Title: _____

By: _____

Printed: _____

Title: _____

~~DESIGNATION OF INTERCONNECTION POINT(S)
RATES 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 T-Mobile ("T-Mobile") and Duo County Telephone Cooperative Corporation, Inc. ("Duo County") 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=yyyy, H=zzzz.~~

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

~~% Mobile to Land traffic terminating on Duo County's network _____ =
100%
% Land to Mobile traffic terminating on T-Mobile's network _____ = 0%~~

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

~~% Subject Traffic _____ = 95 %
% Intrastate Inter-MTA Traffic _____ = 5 %
% Interstate Inter-MTA Traffic _____ = 0 %~~

~~4. For the total traffic terminating on T-Mobile's network, the Parties agree to the following distribution of traffic:~~

~~% Subject Traffic _____ = 100 %
% Intrastate Inter-MTA Traffic _____ = 0 %
% Interstate Inter-MTA Traffic _____ = 0 %~~

~~Approved and executed this _____ day of _____, 2006.~~

~~T-Mobile _____ Duo County Telephone Cooperative
_____ Corporation, Inc.~~

~~By: _____ By: _____~~

~~Printed: _____ Printed: _____~~

~~Title: _____ Title: _____~~

Schedule of Charges
Pursuant to the Agreement for Facilities-Based Network Interconnection
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 Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between Duo County Telephone Cooperative Corporation, Inc. ("Duo County") and T-Mobile ("T-Mobile") as follows:~~
~~1. CHARGES FOR~~

~~TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Traffic: AND~~
~~TERMINATION~~

~~Subject Traffic originated by T-Mobile and delivered to Duo County over trunks established at IP #1: rate per terminating minute of use for all end offices of Duo County through its Russell Springs tandem switch \$0.015/MOU~~

~~Subject Traffic for which Transport and Termination charges apply originated by Duo County and delivered to T-Mobile 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 Duo County access tariffs in the proper jurisdiction apply.~~

~~3. Special Access Connecting Facilities:~~

~~Duo County will charge T-Mobile special access monthly recurring rates pursuant to Duo County's effective intrastate access tariff for the connecting facilities between IP#1 as set forth in Appendix A and Duo County's Russell Springs tandem office.~~

~~Duo County will charge T-Mobile special access non-recurring rates pursuant to Duo County's effective intrastate access tariff for any new connecting facilities.~~

~~Duo County will credit T-Mobile 0% of the charges specified in this section for its portion of special access transport. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.~~

~~Approved and executed this _____ day of _____, 2006.~~

~~T-Mobile _____ Duo County Telephone Cooperative Corporation, Inc. _____~~

~~By: _____ By: _____
Printed: _____ Printed: _____
Title: _____ Title: _____~~

Designation of T-Mobile's CMRS Service Area

~~T-Mobile's Service Area by Counties in the Commonwealth of Kentucky:~~

To be added

Approved and executed this _____ day of _____, 2006.

T-Mobile _____ Due County Telephone Cooperative
_____ Corporation, Inc.

By: _____ By: _____

A.1. Reciprocal Termination Compensation. Each Party will pay the other \$ _____ per minute for the termination of the other party's originating Subject Traffic as set forth in the Agreement.

A.2. Traffic Ratio Factors. This Traffic Ratio Factors are:

_____	LEC:	_____ %
_____	T-Mobile:	_____ %

Printed: _____ Printed: _____

A.3. InterMTA Rate. Each Party will pay the other \$ _____ per minute for the termination of the other party's originating InterMTA Traffic as set forth in the Agreement.

A.4. InterMTA Factor. The InterMTA factor is zero percent (0%).

Title: _____ Title: _____

AGREEMENT

for

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

CMRS-LEC AGREEMENT

Between

Ballard Rural Telephone Cooperative Corporation, Inc.

and

T-Mobile

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
 - 4.3 Signaling
- 5.0 Compensation Arrangements
 - 5.1 Subject Traffic
 - 5.2 Rate Structure
 - 5.3 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

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

Pursuant to this CMRS-LEC Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic, Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") and T-Mobile ("T-Mobile") will extend certain network arrangements to one another as specified below.

Recitals

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

WHEREAS, Ballard Rural 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 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, Ballard Rural and T-Mobile 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 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 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 the linking of the T-Mobile and Ballard Rural networks for the delivery of traffic.

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

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 T-Mobile in one MTA and terminated to an end user of Ballard Rural in another MTA; or (b) traffic originated by an end user of Ballard Rural in one MTA and terminated to an end user of T-Mobile in another MTA. Inter-MTA Traffic is subject to Ballard Rural 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 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.

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 Ballard Rural or T-Mobile, and "Parties" means Ballard Rural and T-Mobile.

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 Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which 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 T-Mobile is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of 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, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.26 "Transport" is, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the transmission and any necessary tandem switching of such telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

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 T-Mobile's, Ballard Rural'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 interconnect the CMRS network of T-Mobile and the LEC network of Ballard Rural for the purposes of delivering certain traffic within the scope of this Agreement specifically including:

3.1.1 CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of T-Mobile; (b) delivered to the Ballard Rural network over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Ballard Rural;

3.1.2 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of Ballard Rural; (b) delivered to T-Mobile over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the CMRS network of T-Mobile;

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.

3.2 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.

3.3 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 Ballard Rural 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 Ballard Rural originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by Ballard Rural. There will be no sharing of access charge revenue that Ballard Rural bills either interexchange carriers or any other carriers that obtain access services from Ballard Rural. There will be no access services provided jointly between the Parties pursuant to this Agreement.

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 T-Mobile's CMRS mobile users that are located within the wireless service area of T-Mobile 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 T-Mobile.

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 Ballard Rural for which

Ballard Rural has tariff authority to provide and to traffic associated with the provision of two-way CMRS by T-Mobile. 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 T-Mobile 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 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 The Parties agree to interconnect their respective networks within the incumbent LEC service area of Ballard Rural at one or more Interconnection Points ("IPs") as established by Ballard Rural. Interconnection will be provided through an appropriate Ballard Rural tandem switching office. The IP(s) will be set forth in Appendix A. Ballard Rural shall make available, to T-Mobile at the IP(s), trunks over which T-Mobile can terminate traffic described in Section 3.1 and Appendix A. T-Mobile shall make available, to Ballard Rural at the IP(s), trunks over which Ballard Rural 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.

4.1.2 Indirect Interconnection. T-Mobile shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with Ballard Rural at the IP(s). In such case, on behalf of T-Mobile, the third party carrier will connect dedicated facilities with Ballard Rural at the IP(s). T-Mobile shall be responsible for the payment to any third party carrier for any charges associated with the facilities.

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 Ballard Rural 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 Ballard Rural, the trunk service arrangement

may be used by T-Mobile to deliver traffic for termination to valid NXX codes associated with Ballard Rural end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.1.2 Based on the specific Ballard Rural local service area of the originating Ballard Rural end user, the trunk service arrangement may be used by Ballard Rural to deliver traffic only to designated NPA-NXXs of T-Mobile for which the associated rate center (as determined by V&H coordinates) is within the specific Ballard Rural local service area of the originating Ballard Rural end user. Ballard Rural local service areas are set forth in Ballard Rural'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.

4.2.1.4 The delivery of traffic pursuant to Section 4.2.1.2 and the designation of rate center V & H coordinates by T-Mobile for NPA-NXX numbers assigned to T-Mobile's mobile CMRS customers does not necessarily affect or determine the services offered by Ballard Rural or T-Mobile, 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 T-Mobile to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.3 Signaling. 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. 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, 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 of calls originating from Local Number Portability capable switches, etc. All parameters related to network signaling information will also be provided, such as T-Mobile 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. T-Mobile must interconnect, directly or indirectly, with the Ballard Rural Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged.

T-Mobile may choose a third-party SS7 signaling provider to transport signaling messages to and from Ballard Rural's SS7 network. In that event, the third-party provider must present a letter of agency to Ballard Rural authorizing the third party to act on behalf of T-Mobile in transporting SS7 messages to and from Ballard Rural. The third-party provider for T-Mobile must interconnect with the Ballard Rural 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 Subject Traffic. Each Party shall pay the other Party for Transport and Termination of Subject 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 Ballard Rural will not provide any compensation to T-Mobile for traffic associated with one-way CMRS, including paging services, provided by T-Mobile.

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. T-Mobile must obtain special access from Ballard Rural subject to the rates, terms and conditions contained in Ballard Rural's intrastate access tariff for the purpose of connection between the IP(s) and Ballard Rural's applicable tandem office. These connecting facilities are set forth in Appendix A. Ballard Rural will charge special access from the applicable Ballard Rural 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 Ballard Rural. 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.

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

5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. T-Mobile will provide compensation to Ballard Rural for originating and terminating Inter-MTA Traffic according to the terms and conditions of Ballard Rural's applicable federal and state access tariffs. Even though there may be some land-to-mobile Inter-MTA 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.

5.4.1 T-Mobile and Ballard Rural will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by T-Mobile over the connecting facilities 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 T-Mobile and exchanged by the Parties over the connecting facilities pursuant to this Agreement, the ratio of inter-MTA Traffic to Subject 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 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 T-Mobile 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.

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.

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 Thirty (30) days after the Effective Date of each quarter during the term of this Agreement, T-Mobile shall provide Ballard Rural with a rolling six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement and in the form and such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."

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 The physical connection of facilities, delivery of traffic, and/or termination 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.

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 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 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.

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 Ballard Rural, authority involves the provision of local exchange or exchange access services. For T-Mobile, 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.

8.6 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 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.

(c) Default as may be defined elsewhere in 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 In addition to its indemnity obligations under Section 10.1 and 10.2, each Party shall provide, in its Tariffs or customer contracts that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any consequential damages (as defined in Subsection 11.2 below).

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 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 Ballard Rural is a corporation 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 T-Mobile 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

Either Party may, upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which shall not be unreasonably withheld, assign this Agreement to an entity with which it is under common ownership and/or control. For purposes of this Subsection 14.7, it shall be deemed "reasonable" for the non-assigning party to withhold consent to a proposed assignment if the proposed 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. Any attempted assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement by the party attempting such assignment or delegation. 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 Ballard Rural shall invoice T-Mobile on a monthly basis. T-Mobile 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 factors contained in Appendix applied to the terminating minutes of use over the interconnection facilities as measured by Ballard Rural.

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 thirty (30) 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. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or, upon mutual agreement, the Parties may submit their dispute to binding arbitration, pursuant to the then-effective rules of the American Arbitration Association.

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, or (ii) delivered by express delivery service to the following addresses of the Parties:

For Ballard Rural: ATTN: Harlon Parker
Ballard Rural Telephone Cooperative Corp., Inc.
159 W. 2nd Street
P.O. Box 209
LaCenter, Kentucky 42056-0209

With a copy to: John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, Kentucky 40202

For T-Mobile: ATTN: Greg Tedesco
1855 Gateway Blvd., Ste. 900
Concord, CA 94520

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, or (ii) the next business day when notice is sent via express delivery.

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, 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.

T-Mobile

Ballard Rural Telephone Cooperative Corporation, 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 T-Mobile ("T-Mobile") and Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") 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=yyyy, H=zzzz.

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

- % Mobile-to-Land traffic terminating on Ballard Rural's network = 100%
- % Land-to-Mobile traffic terminating on T-Mobile's network = 0%

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

- % Subject Traffic = 95 %
- % Intrastate Inter-MTA Traffic = 5 %
- % Interstate Inter-MTA Traffic = 0 %

4. For the total traffic terminating on T-Mobile's network, the Parties agree to the following distribution of traffic:

- % Subject Traffic = 100 %
- % Intrastate Inter-MTA Traffic = 0 %
- % Interstate Inter-MTA Traffic = 0 %

Approved and executed this _____ day of _____, 2006.

T-Mobile

Ballard Rural Telephone Cooperative Corporation, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

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 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 Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") and T-Mobile ("T-Mobile") as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Traffic:

Subject Traffic originated by T-Mobile and delivered to Ballard Rural over trunks established at IP #1 : rate per terminating minute of use for all end offices of Ballard Rural through its LaCenter tandem switch \$0.015/MOU

Subject Traffic for which Transport and Termination charges apply originated by Ballard Rural and delivered to T-Mobile 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 Ballard Rural access tariffs in the proper jurisdiction apply.

3. Special Access Connecting Facilities:

Ballard Rural will charge T-Mobile special access monthly recurring rates pursuant to Ballard Rural's effective intrastate access tariff for the connecting facilities between IP#1 as set forth in Appendix A and Ballard Rural's LaCenter tandem office.

Ballard Rural will charge T-Mobile special access non-recurring rates pursuant to Ballard Rural's effective intrastate access tariff for any new connecting facilities.

Ballard Rural will credit T-Mobile 0% of the charges specified in this section for its portion of special access transport. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.

Approved and executed this _____ day of _____, 2006.

T-Mobile

Ballard Rural Telephone Cooperative Corporation, Inc.

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

Designation of T-Mobile's CMRS Service Area

T-Mobile's Service Area by Counties in the Commonwealth of Kentucky:

To be added

Approved and executed this _____ day of _____, 2006.

T-Mobile

Ballard Rural Telephone Cooperative Corporation, Inc.

By: _____

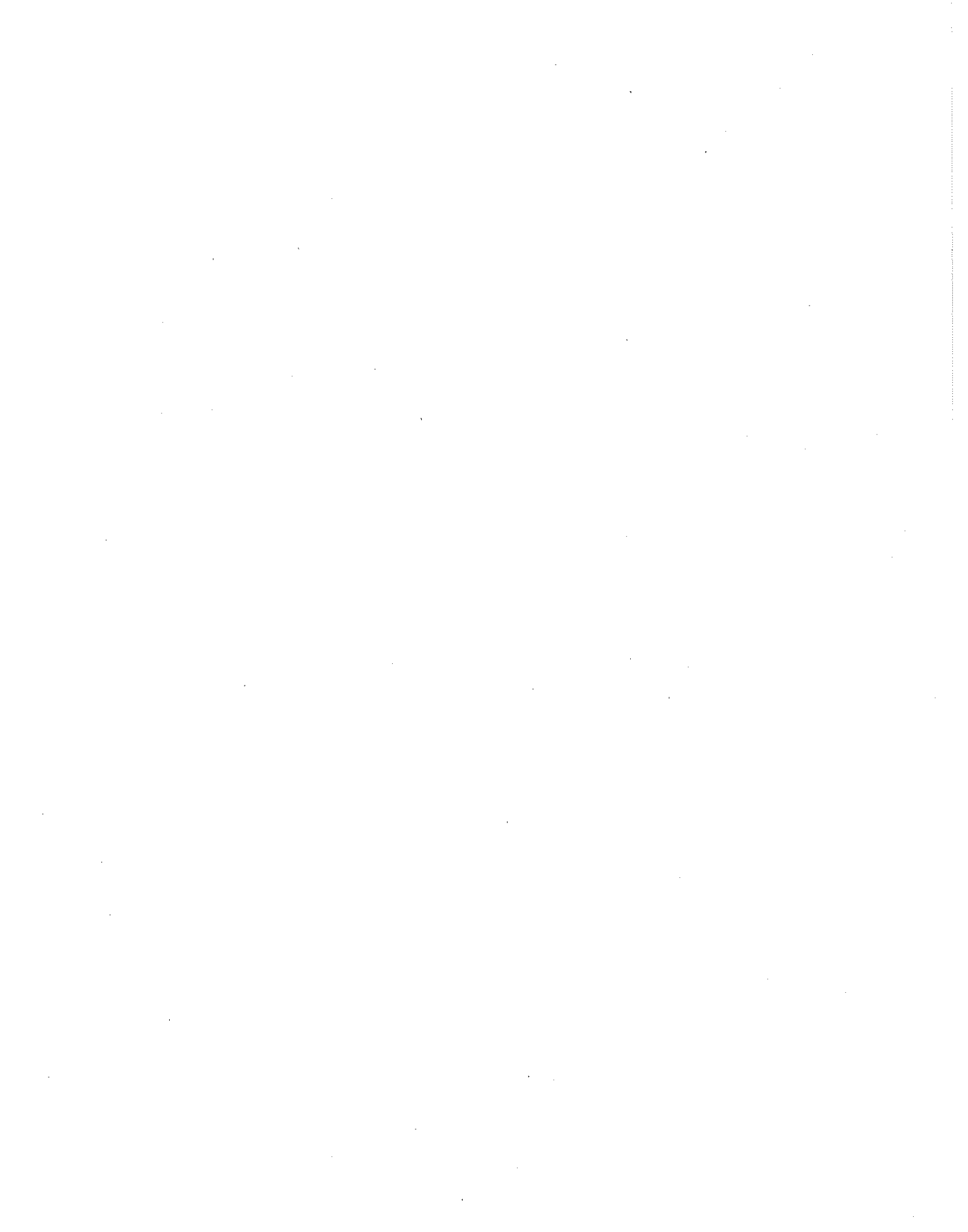
By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____



ISSUES MATRIX

Ballard Rural Telephone Cooperative Corporation, Inc. - T-Mobile USA, Inc.

Key:	Ballard Rural Terms Appear in Bold Underline (Opposed by T-Mobile)
	<i>T-Mobile Terms Appear in Bold Italics (Opposed by Ballard Rural)</i>
	Agreed Terms Appear in Normal Type

Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
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<p>Issue No. 1</p> <p>Title Page and Heading on Page 1</p> <p>Preamble to General Terms & Conditions ("GT&C")</p>	<p>Should the agreement be called an "Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic?"</p>	<p>Title Page: Agreement for <u>Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic</u> <i>Reciprocal Compensation</i></p> <p>GT&C, Preamble: Pursuant to this CMRS-LEC Agreement for <u>Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic</u> <i>Reciprocal Compensation</i>, Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") and T-Mobile USA, Inc. ("T-Mobile") will extend certain network arrangements to one another as</p>	<p>Yes. The title "Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic" adequately summarizes the type of traffic that is subject to the agreement, as well as how the parties propose to treat that traffic, that is, by transporting and terminating it to each other by means of facilities-based network interconnection.</p>	<p>Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.</p>
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ISSUES MATRIX

Ballard Rural Telephone Cooperative Corporation, Inc. - T-Mobile USA, Inc.

Key:	Ballard Rural Terms Appear in Bold Underline (Opposed by T-Mobile)
	<i>T-Mobile Terms Appear in Bold Italics (Opposed by Ballard Rural)</i>
	Agreed Terms Appear in Normal Type

Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		specified below.		
Issue No. 2 GT&C, Section 1.xx	Should the agreement include a definition for "Central Office Switch?"	GT&C, Section 1.xx: <u>1.4 "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.</u> <u>A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.</u>	Yes. As a potential point of interconnection, the term "Central Office Switch" should be defined in the agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore
Issue No. 3.	Should the agreement include a definition for		Yes. Because the parties' networks will	Proposed revisions not provided in

ISSUES MATRIX

Ballard Rural Telephone Cooperative Corporation, Inc. - T-Mobile USA, Inc.

Key:	Ballard Rural Terms Appear in Bold Underline (Opposed by T-Mobile)
	<i>T-Mobile Terms Appear in Bold Italics (Opposed by Ballard Rural)</i>
	Agreed Terms Appear in Normal Type

Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
GT&C, Section 1.xx	"Common Channel Interoffice Signaling?"	GT&C, Section 1.xx: <u>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").</u>	need to communicate with one another, it is appropriate to include a definition setting forth the technical means by which such communication will occur. Without such a definition to set forth the parties' common understanding, severe network interoperability problems could materialize.	sufficient time to conduct meaningful negotiations. Therefore
Issue No. 4 GT&C, Section 1.xx	Should the agreement include a definition for "DS1?"	GT&C, Section 1.xx: <u>1.8 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).</u>	Yes. DS1 is a commonly used term, and this definition ensures that it is used consistently throughout the agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is

ISSUES MATRIX

Ballard Rural Telephone Cooperative Corporation, Inc. - T-Mobile USA, Inc.

Key:	<u>Ballard Rural Terms Appear in Bold Underline (Opposed by T-Mobile)</u>
	<i>T-Mobile Terms Appear in Bold Italics (Opposed by Ballard Rural)</i>
	Agreed Terms Appear in Normal Type

Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
				unknown.
Issue No. 5 GT&C, Section 1.xx	Should the agreement include a definition for "DS3?"	GT&C, Section 1.xx: <u>1.9 "DS3" is a digital signal rate of 44.736 Mbps.</u>	Yes. DS3 is a commonly used term, and this definition ensures that it is used consistently throughout the agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 6 GT&C, Section 1.xx	Should the agreement include a definition for "Information Service?"	GT&C, Section 1.xx: <u>1.11 "Information Service" is as defined in the Act.</u>	Yes. This definition helps ensure that "information service" traffic is distinguished from the telecommunications traffic the parties are agreeing to exchange, as indicated by the proposed title of this agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 7	Should the agreement include a definition for		Yes. Because this is an interconnection	Proposed revisions not provided in

ISSUES MATRIX
Ballard Rural Telephone Cooperative Corporation, Inc. - T-Mobile USA, Inc.

Key:	Ballard Rural Terms Appear in Bold Underline (Opposed by T-Mobile)
	<i>T-Mobile Terms Appear in Bold Italics (Opposed by Ballard Rural)</i>
	Agreed Terms Appear in Normal Type

Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
GT&C, Section 1.xx	"Interconnection?"	GT&C, Section 1.xx: <u>1.12 "Interconnection" for purposes of this Agreement is the linking of the T-Mobile and Ballard Rural networks for the delivery of traffic.</u>	agreement, it is important to define the parties' understanding regarding the meaning of this centrally important term.	sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 8 GT&C, Section 1.xx	Should the agreement include a definition for "Interconnection Point?"	GT&C, Section 1.xx: <u>1.13 "Interconnection Point" or "IP" is a demarcation point on the incumbent network of Ballard Rural between networks where the delivery of traffic from one Party to the other Party takes place pursuant to this Agreement.</u>	Yes. Without a definition for "Interconnection Point," it would be practically impossible for the parties to specify that location where there networks will be connected.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 9 GT&C, Section 1.xx	Should the agreement include a definition for "Interexchange Carrier?"	GT&C, Section 1.xx: <u>1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly,</u>	Yes. Given the possibility that the parties could exchange toll traffic, it is important to define the class of carriers who	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore,

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<u>interLATA or intraLATA Telephone Toll Services.</u>	will be responsible to deliver such toll traffic.	respondent's position is unknown.
Issue No. 10 GT&C, Section 1.xx	How should the agreement define "Inter-MTA Traffic?"	GT&C, Section 1.xx: 1.15 "Inter-MTA Traffic" is <i>at the beginning of the call</i> : (a) traffic originated by a CMRS end user of T-Mobile in one MTA and terminated to an end user of Ballard Rural in another MTA; or (b) traffic originated by an end user of Ballard Rural in one MTA and terminated to an end user of T-Mobile in another MTA. <u>Inter-MTA Traffic is subject to Ballard Rural originating and terminating Switched Exchange Access Service charges.</u>	Inter-MTA traffic should be defined as proposed. Ballard Rural has no way of reliably determining the roving physical location of a typical CMRS end-user. Moreover, because inter-MTA traffic will be transported over switched access trunk groups, it is appropriate to ensure that the CMRS carrier compensates for this service.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 11 GT&C, Section 1.xx	Should the agreement include a definition for "Multifrequency?"	GT&C, Section 1.xx:	Yes. Because the parties' networks will need to communicate	Proposed revisions not provided in sufficient time to

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		<u>1.18 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.</u>	with one another, it is appropriate to include a definition describing the means by which the parties' signaling systems will communicate. Without such a definition to set forth the parties' common understanding, severe network interoperability problems could materialize.	conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 12 GT&C, Section 1.xx	How should the agreement define "Subject Traffic?"	GT&C, Section 1.xx: <u>1.22 "Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS</u>	The agreement should include the proposed, important clarifications and restrictions regarding the potential types of intra-MTA traffic that should be excluded from the	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is

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		<p><u>licensee and a LEC, Subject Traffic is defined as traffic which 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 T-Mobile is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(E) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of 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.</u></p>	<p>parties' compensation and transport/termination obligations.</p>	<p>unknown.</p>

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		<i>1.22 "Subject Traffic is, at the beginning of the call: (a) traffic originated by a CMRS end user of T-Mobile in one MTA and terminated to an end user of Ballard Rural in the same MTA; or (b) traffic originated by an end user of Ballard Rural in one MTA and terminated to an end user of T-Mobile in the same MTA.</i>		
Issue No. 13 GT&C, Section 1.xx	Should the agreement include a definition for "Telecommunications?"	GT&C, Section 1.xx: <u>1.23 "Telecommunications" is as defined in the Act.</u>	Yes. Given the agreement's important distinctions between "Telecommunications" traffic and other types of traffic, it is important to define this term.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 14 GT&C, Section 1.xx	Should the agreement include a definition for "Telecommunications Carrier?"	GT&C, Section 1.xx: <u>1.24 "Telecommunications Carrier" is as defined in the Act.</u>	Yes. Given the agreement's important distinctions between "Telecommunications Carriers" and other	Proposed revisions not provided in sufficient time to conduct meaningful negotiations.

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			types of carriers, it is important to define this term.	Therefore, respondent's position is unknown.
Issue No. 15 GT&C, Section 1.xx	How should the agreement define "Termination?"	GT&C, Section 1.xx: 1.25 "Termination is <u>with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement</u> the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's <u>premises</u> .	Given that all exchanged traffic must be delivered "over the facilities established pursuant to this Agreement," there is no reason to exclude the proposed language.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 16 GT&C, Section 1.xx	How should the agreement define "Transport?"	GT&C, Section 1.xx: 1.26 "Transport is, <u>with respect to the Subject Traffic Delivered by one Party to the other Party over the facilities established pursuant to this</u>	Given that all exchanged traffic must be delivered "over the facilities established pursuant to this Agreement," there is no reason to exclude the	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's

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		<u>Agreement</u> , the transmission and any necessary tandem switching of such telecommunications traffic <u>from the interconnection point between the two carriers that is transited</u> to the terminating carrier's <u>end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.</u>	proposed language. In addition, the proposed language more accurately describes the appropriate interconnection architecture between traffic-exchanging parties. Moreover, T-Mobile's proposed language should be rejected because a transit traffic arrangement is not appropriate.	position is unknown.
Issue No. 17 GT&C, Section 2.xx	Should the agreement be construed to affect or otherwise be a part of any referenced agreements, other instruments, statutes, regulations, rules, or tariffs?	GT&C, Section 2.xx: 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	No. The agreement should not be construed to affect any agreements, instruments, statutes, regulations, rules, or tariffs outside of the four corners of the	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is

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		<p>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 <u>Unless the context shall otherwise require, any reference to any agreement, other instrument (including T-Mobile's, Ballard Rural'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).</u></p>	<p>agreement. Accordingly, the proposed clarification is appropriate.</p>	<p>unknown.</p>
<p>Issue No. 18 GT&C, Section 2.xx</p>	<p>Should the agreement be permitted to reference any applicable tariffs of</p>	<p>GT&C, Section 2.xx</p>	<p>Yes. This agreement purports only to address the exchange</p>	<p>Proposed revisions not provided in sufficient time to</p>

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	the parties, and how should the Parties interpret the agreement in the event of a conflict either (i) within the agreement as a whole; or (ii) between the agreement and any applicable tariff(s)?	<u>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</u>	of traffic between Ballard Rural and T-Mobile. It does not purport to set forth all applicable general terms and conditions for services associated with the exchange of traffic contemplated by this agreement. Tariffs, as the typical form for such generally applicable terms and conditions, serve that goal. Therefore, to the extent that certain services are implicated by the parties' agreement to exchange traffic, it is appropriate to reference the parties' applicable tariffs. Moreover, given that	conduct meaningful negotiations. Therefore, respondent's position is unknown.

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GT&C, Section 10.1		<p>GT&C, Section 10.1: 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)</p>		

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GT&C, Section 10.xx		<p>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, <u>any other contract, or any applicable Tariff(s)</u>, regulations or laws for the indemnified Party's provision of said services.</p> <p>GT&C, Section 10.xx: <u>10.3 In addition to its indemnity obligations under Section 10.1 and 10.2, each Party shall provide, in its Tariffs or customer contracts that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall such</u></p>		

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GT&C, Section 14.14		<p><u>Party or any of its agents, contractors or others retained by such parties be liable to any customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any consequential damages (as defined in Subsection 11.2 below).</u></p> <p>GT&C, Section 14.14: 14.14 Entire Agreement. This Agreement and any Exhibits, <i>or</i> Appendices, <u>Schedules, or tariffs</u> 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</p>		

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		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.		
Issue No. 19 GT&C, Section 3.xx	Should the agreement specifically define the scope of the Parties' traffic exchange and related rights and obligations?	GT&C, Sections 3.xx 3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to <u>interconnect the CMRS network of T-Mobile and the LEC network of Ballard Rural for the purposes of delivering certain traffic within the scope of this Agreement specifically including:</u>	Yes. Clearly, as a traffic transport and termination agreement, the agreement must define the scope of the associated traffic exchange and related rights and obligations. Without such specifics, the agreement becomes little more than a breeding ground for	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<p><u>3.1.1 CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of T-Mobile; (b) delivered to the Ballard Rural network over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Ballard Rural;</u></p> <p><u>3.1.2 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of Ballard Rural; (b) delivered to T-Mobile over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the CMRS network of T-Mobile.</u></p> <p><u>3.1.3 Inter-MTA Traffic that is: (a) originated on the network of one</u></p>		<p>future conflict. The proposed language attempts to avoid future conflict regarding issues central to the operation of this agreement.</p>

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		<p><u>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.</u> <i>exchange Subject Traffic and InterMTA Traffic.</i></p> <p>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.</p> <p><u>3.3 Subject Traffic does not include: (a) Inter-MTA Traffic discussed in Section 5.4; (b) traffic that either Party originates to, or</u></p>		

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		<p><u>terminates from, an interexchange carrier regardless of the originating and terminating end points of a call; or (c) traffic that Ballard Rural originates to, or terminates from, any carrier over facilities and/or service arrangement regardless of the originating and terminating points of a call. All traffic that Ballard Rural originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by Ballard Rural. There will be no sharing of access charge revenue that Ballard Rural bills either interexchange carriers or any other carriers that obtain access services from Ballard Rural. There will be no access services provided jointly between the Parties pursuant to this Agreement.</u></p>		

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		<p style="text-align: center;"><u>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 T-Mobile's CMRS mobile users that are located within the wireless service area of T-Mobile 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 T-Mobile.</u></p> <p style="text-align: center;"><u>3.5 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision</u></p>		

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		<p><u>of local exchange carrier services by Ballard Rural for which Ballard Rural has tariff authority to provide and to traffic associated with the provision of two-way CMRS by T-Mobile. 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 T-Mobile is specifically excluded from this Agreement.</u></p>		

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		<p><u>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.</u></p> <p><u>3.6 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 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.</u></p>		
Issue No. 20 GT&C, Section 4.xx	Should the agreement specifically describe the methods by which the parties shall provide	GT&C, Section 4.xx: 4.1 <u>Methods of Interconnection.</u>	Yes. Clearly, as a traffic transport and termination agreement, the agreement must	Proposed revisions not provided in sufficient time to conduct meaningful

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	traffic exchange services to one another?	<p><u>4.1.1 The Parties agree to interconnect their respective networks within the incumbent LEC service area of Ballard Rural at one or more Interconnection Points ("IPs") as established by Ballard Rural. Interconnection will be provided through an appropriate Ballard Rural tandem switching office. The IP(s) will be set forth in Appendix A. Ballard Rural shall make available, to T-Mobile at the IP(s), trunks over which T-Mobile can terminate traffic described in Section 3.1 and Appendix A. T-Mobile shall make available, to Ballard Rural at the IP(s), trunks over which Ballard Rural can terminate traffic described in Section 3.1 and Appendix A. By mutual agreement, the Parties may interconnect on a bi-directional</u></p>	<p>define the methods by which the parties shall provide the contemplated traffic exchange services. Without such specifics, the agreement becomes little more than a breeding ground for future conflict. The proposed language attempts to avoid future conflict regarding issues central to the operation of this agreement.</p>	<p>negotiations. Therefore, respondent's position is unknown.</p>

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		<p><u>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.</u></p> <p><u>4.1.2 Indirect Interconnection. T-Mobile Either party shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with Ballard Rural at the IP(s). In such case, on behalf of T-Mobile, the third party carrier will connect</u></p>		

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		<p><u>dedicated facilities with Ballard Rural at the IP(s). T-Mobile the other party. The originating carrier shall be responsible for the payment to any third party carrier for any charges associated with the facilities transiting the originating traffic.</u></p> <p><u>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.</u></p> <p><u>4.2.1 The service arrangement involves trunk side connection to appropriate Ballard Rural tandem switching offices. Under this arrangement, the interconnection facility acts like an interoffice trunk.</u></p>		

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		<p><u>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.</u></p> <p><u>4.2.1.1 For traffic terminating on Ballard Rural, the trunk service arrangement may be used by T-Mobile to deliver traffic for termination to valid NXX codes associated with Ballard Rural end offices that subtend the specific tandem office to which the Type 2A interconnection is made.</u></p> <p><u>4.2.1.2 Based on the specific Ballard Rural local service area of the</u></p>		

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		<p><u>originating Ballard Rural end user, the trunk service arrangement may be used by Ballard Rural to deliver traffic only to designated NPA-NXXs of T-Mobile for which the associated rate center (as determined by V&H coordinates) is within the specific Ballard Rural local service area of the originating Ballard Rural end user. Ballard Rural local service areas are set forth in Ballard Rural's intrastate local service tariff.</u></p> <p><u>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.</u></p> <p><u>4.2.1.4 The delivery of traffic pursuant to Section 4.2.1.2 and the designation of rate center V & H</u></p>		

ISSUES MATRIX

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>coordinates by T-Mobile for NPA-NXX numbers assigned to T-Mobile's mobile CMRS customers does not necessarily affect or determine the services offered by Ballard Rural or T-Mobile, 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 T-Mobile to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.</u></p> <p>4.3 Signaling. SS7 connectivity</p>		

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>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. 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, originating Carrier Identification Code, Automatic Number</u></p>		

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>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 of calls originating from Local Number Portability capable switches, etc. All parameters related to network signaling information will also be provided, such as T-Mobile 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. T-Mobile must interconnect, directly or indirectly, with the Ballard Rural Signal</u></p>		

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>Transfer Points (“STPs”) serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. T-Mobile may choose a third-party SS7 signaling provider to transport signaling messages to and from Ballard Rural’s SS7 network. In that event, the third-party provider must present a letter of agency to Ballard Rural authorizing the third party to act on behalf of T-Mobile in transporting SS7 messages to and from Ballard Rural. The third-party provider for T-Mobile must interconnect with the Ballard Rural 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.</u></p>		

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<p>Issue No. 21</p> <p>GT&C, Section 5.xx</p>	<p>How should the parties compensate each other for the exchange of traffic?</p>	<p>GT&C, Section 5.xx:</p> <p>5.1 Subject Traffic. Each Party shall pay the other Party for Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the <u>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 Ballard Rural will not provide any compensation to T-Mobile for traffic associated with one-way CMRS, including paging services, provided by T-Mobile.</u> <i>rate set forth in Appendix A.</i></p> <p>5.2 Rate Structure. An IP(s) will</p>	<p>The parties should provide compensation in connection with Subject Traffic consistent with the definition of "Subject Traffic" in the agreement and at the rates and pursuant to the traffic balance factors set forth in the proposed Appendices A & B, attached to the end of this issues matrix. The proposal provides sufficient guarantees that the traffic balance factors can be readjusted if actual traffic patterns differ from the proposed percentages.</p>	<p>Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.</p>

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>be established between the Parties' networks as specified in Appendix A for the delivery of traffic described in Section 3.1. T-Mobile must obtain special access from Ballard Rural subject to the rates, terms and conditions contained in Ballard Rural's intrastate access tariff for the purpose of connection between the IP(s) and Ballard Rural's applicable tandem office. These connecting facilities are set forth in Appendix A. Ballard Rural will charge special access from the applicable Ballard Rural 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</u></p>		

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		<p><u>Ballard Rural. 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.</u></p> <p><u>5.3 Non-Recurring Charges. T-Mobile agrees to the non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities.</u></p> <p><u>5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. T-Mobile will</u></p>		

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		<p><u>provide compensation to Ballard Rural for originating and terminating Inter-MTA Traffic according to the terms and conditions of Ballard Rural'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.</u></p> <p><i>5.2 Inter-MTA Traffic. Each Party shall pay the other Party for Transport and Termination of InterMTA Traffic that either Party delivers to the other Party's network pursuant to the rate set forth in Appendix A.</i></p>		

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		<p><u>5.4.1 T-Mobile and Ballard Rural will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by T-Mobile over the connecting facilities 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 T-Mobile and exchanged by the Parties over the connecting facilities pursuant to this Agreement, the ratio of inter-MTA Traffic to Subject Traffic for representative periods of time. The Parties agree that the original usage factors set forth in Sections 3 and 4 of</u></p>		

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		<p><u>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.</u><i>5.3 Either Party may obtain usage records or a monthly traffic distribution report from the tandem operator summarizing traffic between the Parties. Alternatively, either Party may elect to measure actual terminating traffic through its own equipment and utilize these measurements in place of the usage records or traffic distribution reports from the tandem operator. If T-Mobile is unable to determine the amount of land-to-mobile traffic it</i></p>		

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		<p><i>terminates from Ballard Rural, then T-Mobile will bill Ballard Rural using the Traffic Ration Factors listed in Appendix A.</i> 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.</p> <p><u>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</u></p>		

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		<p><u>interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.</u></p> <p><u>5.4.3 The designation of traffic as either Subject 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 T-Mobile 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.</u></p> <p><i>5.4 Balanced Traffic. The Parties</i></p>		

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		<p><i>agree to bill each other for Subject Traffic as described in this Agreement unless the Subject Traffic exchanged between the Parties is roughly balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Subject Traffic exchanged, both directly and indirectly, equals or falls between 55% / 45% in either direction. When the actual usage data for three (3) consecutive months indicates that the Subject Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal</i></p>		

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		<p><i>Compensation on a per minute basis. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned or delayed, there will be no billing for compensation or payments for Telecommunications Traffic on a going forward basis (i.e., bill and keep).</i></p> <p><u>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.</u></p>		

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<p><u>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.</u></p> <p><i>5.5 De Minimis Traffic. In the event the Subject Traffic terminated on the Parties' respective networks is de minimis such that the total minutes for which either Party is entitled to compensation is less than fifty thousand (50,000) minutes of use for a one (1) month period, the Parties agree that the only Reciprocal Compensation for such Subject Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party (i.e., Bill and</i></p>		

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		<p><i>7.9.2 Nothing in this AGREEMENT will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment and new software. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its network and the telecommunications services offered its customers and for any redesigning or rearrangement of its network which may be required as a consequence of this AGREEMENT, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.</i></p>		

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<p>Issue No. 23 GT&C, Section 7.1</p>	<p>Should T-Mobile provide Ballard Rural with traffic forecasts, and if so, how often?</p>	<p>GT&C, Section 7.1: 7.1 <u>Thirty (30) days after the Effective Date of each quarter during the term of this Agreement, T-Mobile shall provide Ballard Rural with a rolling six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement and in the form and such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."</u></p>	<p>Yes. Forecasts are necessary for Ballard Rural to conduct adequate network planning to accommodate the anticipated volume of traffic to be exchanged with T-Mobile. The proposed template agreement contained a typographical error, and the agreement should provide that T-Mobile provide forecasts thirty (30) days after the Effective Date and quarterly thereafter, T-Mobile shall provide Ballard Rural with a rolling six (6) month, non-binding forecast...."</p>	<p>Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.</p>

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<p>Issue No. 24</p> <p>GT&C, Section 7.x</p>	<p>What are the parties' respective obligations with respect to the provision of facilities sufficient to transport the forecast and actual traffic being exchanged?</p>	<p>GT&C, Section 7.x:</p> <p><u>7.2</u> Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, <u>measuring,</u> and <u>billing terminating</u> traffic from the other Party's network <u>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.</u></p> <p>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.</p>	<p>Each party should be able to measure and bill each other for traffic that it is routing and transporting to that other party's network. In addition, it is entirely reasonable that the parties' traffic be of a mutually acceptable format as described in the agreement.</p>	<p>Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.</p>
<p>Issue No. 25</p>	<p>Shall a party be</p>	<p></p>	<p>In an era of numerous</p>	<p>Proposed revisions</p>

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GT&C, Section 7.x	permitted to operate its facilities in a manner that results in adverse effects upon service quality or other service-related characteristics to the other party or carriers connected with the other party, and should there be remedies in the event a party causes such problems?	<p>GT&C, Section 7.x</p> <p><u>7.37.2</u> 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, <u>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.</u></p> <p><u>7.4</u> <u>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</u></p>	carriers, it is paramount that the agreement prohibit the parties from operating in a manner that impairs network quality for the other party or non-parties. In light of the importance of this prohibition, it is appropriate that the parties be able to avail themselves of the proposed remedies.	not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<p><u>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.</u></p> <p><u>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</u></p>		

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		<p><u>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.</u></p> <p>7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.</p> <p>7.7 Each Party is responsible for administering NXX codes assigned to it.</p> <p>7.8 At all times during the term of this Agreement, each Party shall keep</p>		

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		<p>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).</p> <p><u>7.9 The physical connection of facilities, delivery of traffic, and/or termination 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</u></p>		

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		<u>this Agreement.</u>		
Issue No. 26 GT&C, Section 7.xx	Should the agreement require amendment if a Party negotiates or obtains more favorable quality and/or performance terms from another carrier?	GT&C, Section 7.xx <i>7.9.1 Each Party will provide the services in this AGREEMENT to the other Party under reasonable and non-discriminatory conditions and at a standard that is at least equal in quality and performance to that which the Party provides to other connecting carriers.</i>	No. The FCC has promulgated appropriate opt-in rules, and the agreement should not include language that would weaken or modify those FCC rules.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 27 GT&C, Section 7.xx	Should the agreement include an interpretation of the Act's requirement of "local dialing parity?"	GT&C, Section 7.xx <i>7.9.3 Ballard Rural agrees that local dialing parity will be available to T-MOBILE in accordance with the Act. Specifically, for purposes of appropriately applying Ballard Rural's toll tariff to its end user customers, Ballard Rural will utilize</i>	No. "Local dialing parity" is a legal concept that continues to evolve. Any attempt to characterize that obligation creates the unreasonable risk that the agreement could impose obligations greater than those	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<p><i>Rate Centers published in the LERG for T-Mobile NPA-NXX codes. Calls to such NPA-NXXs will be rated no less favorably than calls by Ballard Rural customers to other NPA-NXXs with the same rate center. To the extent T-Mobile imposes distance-sensitive charges on its customers for calls to Ballard Rural's NPA-NXXs, T-Mobile will similarly recognize Ballard Rural's rate centers and will rate calls to them in a way that is no less favorable than calls by T-Mobile customers to other NPA-NXXs with the same rate centers. Local Telecommunications Traffic originated by Ballard Rural will be transited to T-Mobile by Ballard Rural. All Subject Traffic originated by either Party and addressed to customers of the other will be subject to the reciprocal termination compensation rates set forth herein</i></p>	required by applicable law.	

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		<i>rather than to access charges.</i>		
Issue No. 28 GT&C, Section 7.xx	Should the agreement recite an alleged critical nature of operating company numbers ("OCN's") and condition compensation rights on the provision of OCN's?	GT&C, Section 7.xx <i>7.9.4 Both parties acknowledge that the Operating Company Numbers ("OCNs") are critical in determining the requisite payments between the parties, and as such, agree that no payments shall be due and payable until each party informs the other party of its OCNs, not to be unreasonably withheld or delayed.</i>	No. While OCN's are typically used in billing practices, they are neither the sole means of creating accurate bills, nor do they form the fundamental basis for a party's right to compensation. Moreover, if T-Mobile complies with the terms of the proposed agreement, OCN's become even less important because all T-Mobile Subject Traffic would be delivered by means of dedicated trunk groups.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 29 GT&C, Section 8.1	What is the appropriate term for the agreement?	GT&C, Section 8.1:	The agreement should last for a minimum of two years. Any shorter	Proposed revisions not provided in sufficient time to

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		8.1 This Agreement shall become effective on January 1, 2007 and shall terminate on December 31, <u>20082007</u> (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.	length term imposes unreasonable transactional costs on the Commission and the parties.	conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 30 GT&C, Section 8.2	Upon expiration of the agreement's initial term, should the agreement renew upon a month-to-month basis, or should it renew annually?	GT&C, Section 8.2: 8.2 After the Initial Term, this Agreement shall then automatically renew on a <u>yearmonth-to-yearmonth</u> 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	Again, in the interest of reducing transactional costs for both the Commission and the parties, year-to-year renewals are appropriate.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		least sixty (60) days in advance of the date of termination of the then-existing term.		
Issue No. 31 GT&C, Section 8.2	During a renewal term, what is the appropriate notice period to terminate the agreement?	GT&C, Section 8.2: 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 sixtythirty (6030) days in advance of the date of termination of the then-existing term.	Given the appropriate nature of year-to-year renewals, a sixty day termination notice period is not excessively long, and it does not force the parties to accomplish sometimes complicated termination actions within the relatively short thirty day period proposed by T-Mobile.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 32 GT&C, Section 8.2.1	Should the agreement continue for more than twelve months following notice of termination?	GT&C, Section 8.2.1: 8.2.1 Post-Termination Arrangements. For service arrangements made available under this Agreement and	No. Twelve months following termination is longer than even the applicable arbitration process. In any event, the change of law	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore,

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Issue Number; Implicated Section of Interconnection Agreement	Description of Issue	Disputed Terms	Ballard Rural Position	T-Mobile Position
		existing at the time of termination, those arrangements will continue without interruption 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 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 <i>except as provided by law.</i>	provision already included in section 14.20 address any concerns raised by T-Mobile.	respondent's position is unknown.
Issue No. 33 GT&C, Section 8.3(b)	Should a party be required to pay all late payment charges upon termination or expiration of the agreement?	GT&C, Section 8.3(b): 8.3 Upon termination or expiration of this Agreement in accordance with this Section: ...	Yes. By requiring a party to pay all late payment charges upon termination or expiration of the agreement, that party	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore,

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		(b) each Party shall promptly pay all undisputed amounts (including any <i>undisputed</i> late payment charges) owed under this Agreement;	will be incentivized to resolve all outstanding billing disputes despite the absence of an agreement. If billing disputes are resolved in the terminating party's favor, then any late payment charges assessed would be credited to that party's account.	respondent's position is unknown.
Issue No. 34 GT&C, Section 8.3(c)	Should indemnification obligations survive termination or expiration of the agreement?	GT&C, Section 8.3(c): 8.3 Upon termination or expiration of this Agreement in accordance with this Section: ... <u>(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.</u>	Yes. Given that claims often survive the expiration of an agreement, then the parties indemnifications obligations should do the same.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 35	Should the agreement define events of default,		Yes. Default of the agreement is a serious	Proposed revisions not provided in

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		<p><u>defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:</u></p> <p><u>(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or</u></p> <p><u>(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.</u></p> <p><u>(c) Default as may be defined elsewhere in this Agreement.</u></p>		
Issue No. 36 GT&C, Section 10.x	Shall a party's obligation to indemnify the other party be conditioned upon anything?	GT&C, Section 10.x: <u>10.2 The indemnification provided herein shall be conditioned</u>	Yes. It is typical for indemnification obligations to be conditioned upon the indemnified party	Proposed revisions not provided in sufficient time to conduct meaningful negotiations.

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		<p><u>upon:</u></p> <p><u>(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.</u></p> <p><u>(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.</u></p> <p><u>(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.</u></p> <p><u>(d) The indemnified Party shall, in all cases, assert any and all</u></p>	<p>cooperating with the indemnifying party. Moreover, it is reasonable to impose a "reasonableness" standard on the indemnified party's approval of the defense counsel, provided the indemnified party may engage separate legal counsel of its choice, at its sole cost and expense.</p>	<p>Therefore, respondent's position is unknown.</p>

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		<p><u>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.</u></p> <p><u>(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</u></p>		
<p>Issue No. 37</p> <p>GT&C, Section 11</p>	<p>What are the appropriate limitations on liability for the parties?</p>	<p><u>GT&C, Section 11:</u></p> <p><u>11.0 LIMITATION OF LIABILITY</u></p> <p><u>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</u></p>	<p>Except in cases of intentional or grossly negligent action of a party, a party's liability to the other (or n end-user of the other) shall be circumscribed by the liable party's applicable tariffs.</p>	<p>Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.</p>

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		<p><u>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,</u></p>		

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		<p><u>interruptions, delays, errors or defects.</u></p> <p><u>11.2</u> 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.</p> <p>11.3 The Parties agree that neither</p>		

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		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. <u>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.</u>		
Issue No. 38 GT&C, Section 14.4.3	Must a party make written request that the other party destroy all Proprietary Information upon termination of the agreement?	GT&C, Section 14.4.3: 14.4.3 Upon termination of this Agreement, the Parties shall, <i>upon written request of the other party:</i> (i)	No. Neither party has any interest in the other party's Proprietary Information after the termination of this agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore,

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		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.	Accordingly, the fact of termination of the agreement is notice enough to destroy all Proprietary Information of the other party.	respondent's position is unknown.
Issue No. 39 GT&C, Section 14.4.x	Should the parties' confidentiality obligations survive the termination of this Agreement?	GT&C, Section 14.4.x: <i>14.4.4 Notwithstanding the foregoing, both parties agree that this confidentiality section shall survive termination of this Agreement.</i>	No. If the Proprietary Information is destroyed as proposed, then there will be nothing to keep confidential after the termination of the agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 40 GT&C, Section 14.6	Should the party responsible for paying certain taxes pay the taxes?	GT&C, Section 14.6: 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	Yes. It seems elementary that a party with an obligation to pay certain taxes or similar assessments must do so.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is

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		<p>performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, <u>even if the obligation to collect and remit such taxes is placed upon the other Party.</u></p> <p>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</p>		unknown.

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		providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.		
Issue No. 41 <i>GT&C, Section 14.7</i>	What are the appropriate conditions for the assignability of the agreement?	<p>GT&C, Section 14.7: 14.7 Assignability Either Party may, upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which shall not be unreasonably withheld, assign this Agreement to an entity with which it is under common ownership and/or control. For purposes of this Subsection 14.7, it shall be deemed "reasonable" for the non-assigning party to withhold consent to a proposed assignment if the proposed assignee does not provide the non-assigning party with sufficient evidence that it has the resources, ability, and authority to</p>	The parties should have the opportunity, within reason, to approve a proposed assignment. Automatic assignments are unacceptable because such assignments can present unmitigated increases in risk of breach of the agreement.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<p>satisfactorily perform pursuant to the terms of this Agreement. Any attempted assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement by the party attempting such assignment or delegation. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee. <i>Notwithstanding the foregoing, and with written notice to the other Party, a Party may assign this Agreement to (a) any corporation resulting from any merger, consolidation or other reorganization involving the Party, (b) any individual or entity to which the Party may transfer substantially all of the assets and business of the Party, or (c) any entity that controls, is controlled by, or is under common control with the Party, or of which</i></p>		

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		<i>the Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.</i>		
Issue No. 42 GT&C, Section 14.8.1	Should both parties invoice each other pursuant to the agreement?	GT&C, Section 14.8.1: 14.8.1 Ballard Rural <i>Except as provided herein, both parties shall invoice T-Mobile the other party on a monthly basis. T-Mobile The invoiced 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 receipt of the invoice. Billing will be based on factors contained in Appendix applied to the terminating minutes of use over the</i>	No. The agreement does not contemplate a scenario in which T-Mobile will net a positive monthly bill. Accordingly, it will be more administratively efficient for the parties to operate pursuant to one, single net invoice.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<u>interconnection facilities as measured by Ballard Rural.</u>		
Issue No. 43 GT&C, Section 14.8.2	What is the appropriate time limit for billing previously unbilled charges?	GT&C, Section 14.8.2: 14.8.2 All charges under this agreement shall be billed within <u>one year six months</u> from the time the charge was incurred; previously unbilled charges more than <u>one year six months</u> old shall not be billed by either Party, and shall not be payable by either Party.	The agreement should permit billing for previously unbilled charges for one year from the date the charge was incurred. Back-office operations are notoriously complicated, and it is therefore unlikely that such billing oversights would be discovered within six months of the oversight.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.
Issue No. 44 GT&C, Section 14.8.3	What is the appropriate time frame for disputing a bill?	GT&C, Section 14.8.3: 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,	A bill should be disputed, if at all, within thirty days of receipt of the allegedly incorrect invoice. Payment is due within the same time period,	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's

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		the Party billed (the "Non-Paying Party") shall within thirty sixty (30 60) 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.	and the parties have an obligation to know what they are paying. Accordingly, if payment is to be timely made, then the paying party should know, at that time, whether the bill appears to be accurate.	position is unknown.
Issue No. 45 GT&C, Section 14.8.7	What is the appropriate interest rate to be assessed against unpaid, undisputed amounts?	GT&C, Section 14.8.7: 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 eight percent (1-1/2 8%) per month annum or (ii) the highest rate of interest that may be charged under applicable law.	Interest charges of one and one-half percent (1.5%) per month are lawful, prevalent, reasonable, and appropriate.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		<p><u>in the first instance, by good faith negotiation between the Parties. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or, upon mutual agreement, the Parties may submit their dispute to binding arbitration, pursuant to the then-effective rules of the American Arbitration Association.</u></p> <p><i>14.9.1 Alternative to Litigation. Except for the enforcement of the provisions of Article 2.8 hereof, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the</i></p>		

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		<p><i>purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.</i></p> <p><i>14.9.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute</i></p>		

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		<p><i>resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.</i></p> <p><i>14.9.3 Arbitration. Except as otherwise provided in paragraph 2.8.1 above, if negotiations fail to produce</i></p>		

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		<i>within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.</i>		
Issue No. 47 Appendices	What traffic balances, rates, and interconnection points should be applied, for compensation purposes, to the parties' exchange of traffic?	Appendices: [Note: Because T-Mobile simply deleted the proposed Appendices A and B and substituted its own proposed Appendix A, the parties' respective language proposals for the Appendices are set forth in the attached, full page documents designated " PROPOSED APPENDICES. " Consistent with the	The traffic balances, rates, and interconnection points set forth in the proposal are reasonable and should therefore be adopted.	Proposed revisions not provided in sufficient time to conduct meaningful negotiations. Therefore, respondent's position is unknown.

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		formatting scheme used throughout this issues matrix, the petitioner's proposed Appendices are set forth in <u>bold underline</u> font, and the respondent's proposed Appendix is set forth in <i>bold italics</i> font.]		

PROPOSED APPENDICES:

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 T-Mobile ("T-Mobile") and Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") 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=yyyy, H=zzzz.

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

<u>% Mobile-to-Land traffic terminating on Ballard Rural's network</u>	<u>= 100%</u>
<u>% Land-to-Mobile traffic terminating on T-Mobile's network</u>	<u>= 0%</u>

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

<u>% Subject Traffic</u>	<u>= 95 %</u>
<u>% Intrastate Inter-MTA Traffic</u>	<u>= 5 %</u>
<u>% Interstate Inter-MTA Traffic</u>	<u>= 0 %</u>

4. For the total traffic terminating on T-Mobile's network, the Parties agree to the following distribution of traffic:

<u>% Subject Traffic</u>	<u>= 100 %</u>
<u>% Intrastate Inter-MTA Traffic</u>	<u>= 0 %</u>
<u>% Interstate Inter-MTA Traffic</u>	<u>= 0 %</u>

Approved and executed this _____ day of _____, 2006.

T-Mobile _____ Ballard Rural Telephone Cooperative Corporation, Inc.

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

PROPOSED APPENDICES:

Schedule of Charges

Pursuant to the Agreement for Facilities-Based Network Interconnection 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 Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural") and T-Mobile ("T-Mobile") as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Traffic:

Subject Traffic originated by T-Mobile and delivered to Ballard Rural over trunks established at IP #1 : rate per terminating minute of use for all end offices of Ballard Rural through its LaCenter tandem switch \$0.015/MOU

Subject Traffic for which Transport and Termination charges apply originated by Ballard Rural and delivered to T-Mobile 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 Ballard Rural access tariffs in the proper jurisdiction apply.

3. Special Access Connecting Facilities:

Ballard Rural will charge T-Mobile special access monthly recurring rates pursuant to Ballard Rural's effective intrastate access tariff for the connecting facilities between IP#1 as set forth in Appendix A and Ballard Rural's LaCenter tandem office.

Ballard Rural will charge T-Mobile special access non-recurring rates pursuant to Ballard Rural's effective intrastate access tariff for any new connecting facilities.

Ballard Rural will credit T-Mobile 0% of the charges specified in this section for its portion of special access transport. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.

Approved and executed this _____ day of _____, 2006.

T-Mobile

Ballard Rural Telephone Cooperative Corporation, Inc.

By:

By:

Printed:

Printed:

Title:

Title:

PROPOSED APPENDICES:

Appendix A

Page 1 of 1

RATES AND CHARGES

TRANSPORT AND TERMINATION

A.1. Reciprocal Termination Compensation. Each Party will pay the other \$_____ per minute for the termination of the other party's originating Subject Traffic as set forth in the Agreement.

A.2. Traffic Ratio Factors. This Traffic Ratio Factors are:

LEC: _____%

T-Mobile: _____%

A.3. InterMTA Rate. Each Party will pay the other \$_____ per minute for the termination of the other party's originating InterMTA Traffic as set forth in the Agreement.

A.4. InterMTA Factor. The InterMTA factor is zero percent (0%).