

**Dinsmore & Shohl** LLP  
ATTORNEYS

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502-540-2315  
tip.depp@dinslaw.com

June 6, 2006

RECEIVED

JUN 08 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 North Central Telephone Cooperative Corporation, for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with Sprint Spectrum, L.P., and SprintCom, Inc., d/b/a Sprint PCS, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00257***

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 North Central Telephone Cooperative Corporation. 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: Eileen Bodamer (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

In the Matter of:

JUN 08 2006

Petition of North Central Telephone Cooperative )  
Corporation, for Arbitration of Certain Terms and )  
Conditions of Proposed Interconnection Agreement )  
with Sprint Spectrum, L.P., and SprintCom, Inc., )  
d/b/a Sprint PCS Pursuant to the Communications )  
Act of 1934, as Amended by the )  
Telecommunications Act of 1996 )

PUBLIC SERVICE  
COMMISSION

Case No. 2006- 00257

**ARBITRATION PETITION OF  
NORTH CENTRAL TELEPHONE COOPERATIVE CORPORATION**

North Central Telephone Cooperative Corporation ("North Central"), by counsel, petitions the Public Service Commission of the Commonwealth of Kentucky (the "Commission") pursuant to Section 252(b)<sup>1</sup> 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 North Central and Sprint Spectrum, L.P., and SprintCom, Inc., d/b/a Sprint PCS (collectively, "Sprint").

**PARTIES**

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

North Central Telephone Cooperative Corporation  
872 Highway 52 By-Pass  
P.O. Box 70  
Lafayette, TN 37083-0070

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

<sup>1</sup> 47 U.S.C. § 252(b)

2. The name, address, and contact number for North Central'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 Sprint's full name and its official business address are as follows:

Sprint Spectrum, L.P., and SprintCom, Inc., d/b/a Sprint PSC  
KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251

Sprint 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. Sprint is, and at all times relevant has been, a CMRS provider under the terms of the Act.

4. The name and address for Sprint's point of contact and presumed representatives in this proceeding is as follows:

Ms. Shelley Jones  
Sprint  
KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
(Telephone) - unknown  
(Facsimile) - unknown

#### **JURISDICTION**

5. The Commission has jurisdiction over North Central'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 North Central received Sprint's bona fide request for interconnection.<sup>2</sup>

### NEGOTIATIONS

6. The parties agree that the statutory bona fide negotiation window began on January 1, 2006.<sup>3</sup>

7. By letter dated February 24, 2006, Leon M. Bloomfield, on behalf of the Kentucky CMRS Providers, including Sprint, proposed that the Kentucky Rural Incumbent Local Exchange Carriers ("RLEC"), including North Central, engage in collective negotiations for the formation of an interconnection agreement ("ICA") template that could be entered into between a given CMRS Provider and a given RLEC, and filed with the Kentucky PUC. Enclosed with the letter was a draft Interconnection and Reciprocal Compensation Agreement.<sup>4</sup>

8. On March 1, 2006, Eileen Bodamer, on behalf of several RLECs, including North Central, responded that certain RLECs did not believe it was practical to combine all of their efforts or to work with all the CMRS providers as a group.<sup>5</sup>

9. On April 21, 2006, by electronic mail, North Central notified Sprint that it wished to negotiate an interconnection agreement, and asked whether a previously submitted draft would be acceptable.<sup>6</sup>

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<sup>2</sup> 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.

<sup>3</sup> *Id.*

<sup>4</sup> February 24, 2006, letter from Leon M. Bloomfield to Linda Lawrence, John Selent, Eileen Bodamer and Kentucky Rural ILEC's, attached hereto as Exhibit 2.

<sup>5</sup> March 1, 2006, electronic mail string from Eileen Bodamer to Leon Bloomfield *et. al.*, attached hereto as Exhibit 3.

<sup>6</sup> April 24, 2006, electronic mail string from Eileen Bodamer to Shelley E. Jones, attached hereto as Exhibit 4.

10. On April 24, 2006, by electronic mail, Sprint sent Eileen Bodamer, on behalf of North Central, correspondence continuing to discuss a proposed interconnection agreement.<sup>7</sup>

11. On May 16, 17 and 18, 2006, Sprint's Shelley Jones and Eileen Bodamer, on behalf of North Central, exchanged *electronic mail correspondence* continuing to discuss the terms of a proposed interconnection agreement.<sup>8</sup>

12. On May 24, 2006, Sprint's Shelley Jones wrote to Eileen Bodamer, on behalf of North Central, and provided a draft agreement which Sprint had redlined based on revisions it had proposed to another Kentucky telephone company.<sup>9</sup> The terms of this proposed *interconnection agreement* are unresolved.

13. 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.

#### **REQUEST FOR RELIEF**

WHEREFORE, North Central respectfully requests that the Commission grant the following relief:

A. That the Commission conclude the arbitration of the unresolved issues between North Central and Sprint within nine months of January 1, 2006, the date on which North Central received the interconnection request.

B. That the Commission issue an order directing the parties to submit a final *agreement* for a proposed interconnection agreement.

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<sup>7</sup> April 21, 2006 - May 24, 2006, electronic mail string between Shelley Jones, with Sprint, to Eileen Bodamer, attached hereto as Exhibit 4.

<sup>8</sup> *Id.*


<sup>9</sup> *Id.*

C. 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.

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

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

Respectfully submitted this 14 day of June, 2006.



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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 NORTH CENTRAL  
TELEPHONE COOPERATIVE  
CORPORATION**

**CERTIFICATE OF SERVICE**


I hereby certify that a copy of the foregoing was served by Federal Express and electronic mail on this 7th day of June, 2006, to the following individual(s):

Shelley Jones (shelley.e.jones@sprint.com)  
Sprint  
KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251

and

Joe M. Chiarelli, Esq. (joe.m.chiarelli@sprint.com)  
Sprint Nextel  
6450 Sprint Parkway  
Mailstop KSOPHN0212-2A411  
Overland Park, KS 66251

*Counsel to Sprint*

  
\_\_\_\_\_  
COUNSEL TO NORTH CENTRAL  
TELEPHONE COOPERATIVE  
CORPORATION





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.

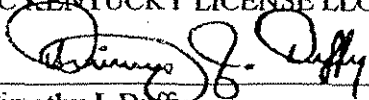
BELLSOUTH TELECOMMUNICATIONS, INC.

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.

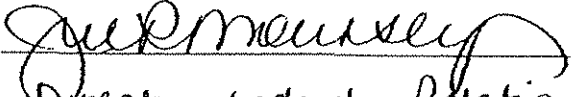
By:   
Title: Director - Industry Relations

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. VanWilder

Title: Director - Sem- Network

*Michael J. VanWilder*

EXHIBIT A  
Signatory CMRS Providers

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

By: W. Richardson

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 N. Kinsley

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: \_\_\_\_\_


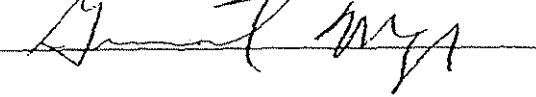
COALFIELDS TELEPHONE COMPANY, INC.

By: Gene O. Minkert

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 M. Hubert

Title: Manager

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *Walter Coyate*

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. Grigsby

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

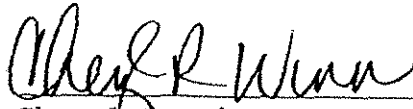
SALEM TELEPHONE COMPANY

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 Schmoltd  
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, 6<sup>th</sup> 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 10<sup>th</sup> Avenue North  
Suite 305  
West Palm Beach, FL 33461

Nextel Partners  
ATTN: Brent G. Eilefson  
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 38<sup>th</sup> 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





**WILSON & BLOOMFIELD LLP**

ATTORNEYS AT LAW

1901 HARRISON STREET, SUITE 1620

OAKLAND, CALIFORNIA 94612

TEL: (510) 625-8250

FAX: (510) 625-8253

February 24, 2006

17605-9.204.1

**VIA EMAIL & U.S. MAIL**

Linda Lowrance  
TDS Telecom  
PO Box 22995  
Knoxville, TN 37933

Eileen Bodamer  
Cronin Communications Consultants  
415 Hepplewhite Dr.  
Alpharetta GA 30022

John Selent  
Dinsmore & Shohl LLP  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202

Kentucky Rural ILECs  
(See distribution list below)

Re: Collective CMRS – Kentucky Rural ILEC Interconnection Negotiations

Dear Kentucky Rural ILECs, Ms. Lowrance, Ms. Bodamer and Mr. Selent:

This letter is being sent on behalf of the Kentucky CMRS Providers (“CMRS Providers”)<sup>1</sup> to Ms. Lowrance, Ms. Bodamer, Mr. Selent, and each Kentucky Rural ILEC (“the RLECs”)<sup>2</sup> that was a signatory to the Agreement entered into between BellSouth Telecommunications, Inc., the CMRS Providers and the RLECs in Kentucky Public Service

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<sup>1</sup> For purposes of this letter, the Kentucky CMRS Providers include: American Cellular Corporation f/k/a ACC Kentucky License LLC (“ACC”), New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular”), Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless (collectively “Verizon Wireless”), Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS (“Sprint PCS”), and T-Mobile USA, Inc. (“T-Mobile”).

<sup>2</sup> The Kentucky Rural ILEC signatories to the Agreement include: AllTel Kentucky, Inc., Ballard Rural Telephone Cooperative Corp., Inc., Brandenburg Telephone Company, Inc., Duo County Telephone Cooperative Corporation, Inc., Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Inc., Highland Telephone Cooperative, Inc., Lewisport Telephone Company, Leslie County Telephone Company, Logan Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative, Inc., North Central Telephone Cooperative, Inc., Peoples Rural Telephone Cooperative, Salem Telephone Company, South Central Rural Telephone Cooperative Corporation, Inc., Thacker-Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative, Inc. Per our understanding of Mr. Selent’s response to the BFRs, this letter is being sent only to him and not to his clients.

Kentucky Rural ILECs  
Linda Lowrance  
Eileen Bodamer  
John Selent  
February 24, 2006  
Page 2 of 3

Commission Case No. 2003-00045 ("Agreement").

As you know, in accordance with Section 3.01 of the Agreement, the CMRS Providers have respectively sent a request for negotiations of an interconnection agreement ("ICA") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") to each RLEC with whom a given CMRS Provider does not already have an ICA. Based on the responses received, it appears that some of the RLECs have an interest and willingness to engage in collective negotiations.

Thus, the purpose of this letter is to invite all of the RLECs to engage in collective negotiations of an ICA template that could be entered into between a given CMRS Provider and a given RLEC, and filed with the Kentucky PUC. Given the nature of the anticipated issues in these negotiations and the sheer number of carriers involved, the CMRS Providers believe that consolidated negotiations would be beneficial to all interested parties and ultimately enable resolution of any issues in the most efficient and cost effective manner. As to such proposed collective negotiations, each party would certainly retain its right to either withdraw from such negotiations, or conduct separate collateral individual negotiations with any other party to the joint negotiations.

Also, please find enclosed for your review and consideration an electronic copy of the CMRS Providers' proposed ICA template for discussion purposes.

Given the relatively short time frame we are all working with, please let us know as soon as possible, and if at all possible by March 10, 2006, if you are amenable to consolidated negotiations and, if so, proposed dates for an initial telephone call to start the negotiation process.

Sincerely,

---

Leon M. Bloomfield

On behalf of the  
Kentucky CMRS Providers

Distribution List:

Jimmy Dolan, AllTel Kentucky, Inc.  
Allison Willoughby, Brandenburg Telephone Company, Inc.  
Tom Preston, Foothills Rural Telephone Cooperative Corporation, Inc.  
James Campbell, Coalfields Telephone Company, Inc.

Kentucky Rural ILECs

Linda Lowrance

Eileen Bodamer

John Selent

February 24, 2006

Page 3 of 3

Dave Crawford, Highland Telephone Cooperative, Inc.

Shayne Ison, Mountain Rural Telephone Cooperative, Inc.

Johnny McClanahan, North Central Telephone Cooperative, Inc.

Keith Gabbard, Peoples Rural Telephone Cooperative

Donnie Bennett, South Central Rural Telephone Cooperative Corporation, Inc.

Robert C. Thacker, Thacker-Grigsby Telephone Company, Inc. (U.S. Mail only)

cc:

Michael Van Eckhardt, Mark Ashby, Bill Brown, Cingular (via email only)

Shelley Jones, Bill Atkinson, Joe Chiarelli, Sprint PCS (via email only)

Leon Bloomfield, Esq., ACC and T-Mobile (via email only)

Dan Williams, Michele Thomas, Greg Tedesco, T-Mobile (via email only)

Elaine Critides, Marc Sterling, Verizon Wireless (via email only)

**INTERCONNECTION  
AND RECIPROCAL COMPENSATION AGREEMENT**

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective on \_\_\_\_\_, by and between \_\_\_\_\_, (hereinafter "ILEC"), and \_\_\_\_\_, (hereinafter "CMRS Carrier"). ILEC and CMRS Carrier are referred herein collectively as "Parties" and individually as "Party."

**RECITALS**

WHEREAS, ILEC is a local exchange carrier in the State of Kentucky; and,

WHEREAS, CMRS Carrier is a commercial mobile radio service carrier licensed to operate in the MTAs that encompass the State of Kentucky; and,

WHEREAS, ILEC and CMRS Carrier desire to interconnect their networks pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") for the purpose of exchanging Traffic between the Parties' customers.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**SECTION I  
SCOPE OF AGREEMENT**

This Agreement shall cover Interconnection and Reciprocal Compensation arrangements between the Parties' respective networks in Kentucky.

**SECTION II  
DEFINITIONS**

Any term used in this Agreement that is not specifically defined herein will have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act will be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

As used in this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

“CMRS” or “Commercial Mobile Radio Service” is as defined in the Act.

“Commission” means the Kentucky Public Service Commission.

“Direct Interconnection Facilities” means dedicated transport facilities installed between a CMRS Carrier Mobile Switching Center (“MSC”) and an ILEC switch (e.g., tandem, host switch, and/or end office).

“FCC” means the Federal Communications Commission.

“Interconnection” is the linking of two networks for the mutual exchange of Traffic. This term does not include the Transport and Termination of Traffic.

“IntraMTA Traffic” is wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“InterMTA Traffic” is wireless to wireline and wireline to wireless calls which do not originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“Major Trading Area” (MTA) means a geographic area established by Rand McNally’s 1992 Commercial Atlas and Marketing Guide, 123<sup>rd</sup> edition, at pages 38-39 and used by the FCC in defining CMRS license boundaries for CMRS carriers for purposes of Sections 251 and 252 of the Act.

“Reciprocal Compensation” means the arrangement between the Parties in which each Party receives compensation from the other for the Transport and Termination on each Party’s network facilities of IntraMTA Traffic that originates on the network facilities of the other Party.

“Termination” means the switching of IntraMTA Traffic at the terminating Party’s end-office switch, or equivalent facility, and the delivery of such IntraMTA Traffic to the called Party.

“Traffic” means all IntraMTA Traffic and InterMTA Traffic that originates on one Party’s network, and terminates on the other Party’s network and is otherwise exchanged pursuant to this Agreement.

“Transport” means the transmission and any necessary tandem switching by a Party of IntraMTA Traffic from the point(s) of interconnection between the Parties to the terminating Party’s end-office switch or equivalent facility that directly serves the called Party.

### SECTION III INTERPRETATION AND CONSTRUCTION

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by federal or state government authority. To the extent required by any such subsequently prescribed law, rule,

regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to it into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

The Parties enter into this Agreement without waiving any of their rights, remedies, or arguments, , and without prejudice to any position either may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for Transport and Termination of IntraMTA Traffic or the types of arrangements prescribed by this Agreement.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may initiate the Dispute Resolution procedure set forth herein.

#### SECTION IV TRAFFIC EXCHANGE AND COMPENSATION

The Parties may elect to exchange Traffic directly and/or indirectly as specified in Sections A. and B. below. The Parties agree that they shall compensate each other for the Traffic exchanged on a reciprocal and symmetrical basis at the rates specified in Appendix A.

##### **A. Direct Interconnection**

1. Upon CMRS Carrier's request, ILEC and CMRS Carrier shall interconnect their respective networks with a Direct Interconnection Facility. CMRS Carrier may purchase such facilities from a third party and/or from ILEC. The rates for facilities purchased from ILEC are specified in Appendix A. CMRS Carrier will bill ILEC for ILEC's portion of the Direct Interconnection Facility based upon the agreed to Usage Factor specified in Appendix A. Each Party shall be financially responsible for any additional costs for the origination of its traffic.
2. Notwithstanding the above, either Party may directly interconnect to the other Party with a one-way trunk at its own expense.

##### **B. Indirect Interconnection**

1. All Traffic that is not exchanged via Direct Interconnection Facilities shall be exchanged indirectly through one or more third-party networks.

2. Each Party shall be responsible for (a) all transit charges, if any, generated by calls originated on their respective networks and (b) all costs of the facilities linking its own switch(es) to the third-party transiting tandem..

C. Transit Service

1. Where a third-party carrier subtends an ILEC tandem, ILEC shall provide a transit service to CMRS Carrier which shall include performing an intermediate switching and a transport function for the exchange of traffic between CMRS Carrier and the third-party carrier subtending the ILEC tandem. CMRS Carrier shall pay for all mobile-originated traffic transited by the ILEC at the rates specified in Appendix A.
2. Absent the express written consent of the CMRS Carrier, CMRS Carrier shall not be responsible for any charges that a third-party carrier subtending the ILEC tandem may assess on the ILEC for the termination of transited mobile-originated traffic delivered pursuant to this Agreement.

- D. **Billing.** Each Party shall bill the other Party for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed Party shall pay the billing Party for all undisputed charges properly listed on the bill. All bills are due when rendered and considered past due forty-five (45) days after the bill date. If any undisputed amount due on a billing statement is not received on the payment due date, then the billing Party may charge, and the billed Party agrees to pay interest on the past due balance at a rate equal to one and one-half percent (1½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges will be included on the next statement.

All bills provided pursuant to this Agreement must be submitted to the non-billing Party within one-year of the date the service was provided or any such charges will be deemed waived.

- E. **Taxes.** The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

## SECTION V INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION VI  
LIABILITY

- A. Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except to the extent of damages caused by the negligence of the indemnified Party.
- B. Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.
- C. The liability of either Party to the other Party for damages arising 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 applicable tariff(s) of the 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 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.

SECTION VII  
TERM OF AGREEMENT

- A. This Agreement shall commence on the effective date stated on the first page, subject to its approval by the Commission and shall terminate two (2) years after the effective date.
- B. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.
- C. Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. Not later than forty-five (45) days from the receipt of initial request for renegotiations, the Parties shall commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section VII.D., the provisions of this Agreement shall remain in force during the negotiation and up to the time that a



successor agreement is executed by the Parties and, to the extent necessary, approved by the Commission.

- D. If either Party defaults in the payment of any undisputed amount due hereunder, and such default shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least ninety (90) days prior to terminating service and received any requisite permission from the appropriate federal and/or state regulatory body.
- E. Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. 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 of this Agreement.

#### SECTION VIII DISPUTE RESOLUTION PROCESS

- A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.
- B. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or 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 as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- C. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Prior to arbitration described below, the representatives will 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 will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below 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.

- D. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, then either Party may pursue any remedy available pursuant to law, equity or agency mechanism; provided that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party will bear its own costs of these procedures. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- E. The Parties shall *continue providing services to each other during the pendency of any dispute resolution procedure*, and the parties shall continue to perform their obligations, including making payments, in accordance with this Agreement.

#### SECTION IX THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

#### SECTION X GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Kentucky. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Kentucky, the Commission or the FCC.

#### SECTION XI FORCE MAJEURE

The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and federal and state law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

#### SECTION XII ENTIRE AGREEMENT

This Agreement incorporates all terms of the Agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties, which modification shall become effective thirty (30) days after its execution, unless otherwise mutually agreed by the Parties. The undersigned signatories represent they have the authority to execute this

Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

SECTION XIII  
NOTICE

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Business Name:  
Mailing Address:  
City/State/Zip Code:  
Attention:  
Contact Phone Number:

With a copy to:

Business Name:  
Mailing Address:  
City/State/Zip Code:  
Attention:  
Contact Phone Number:

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name:  
Mailing Address:  
City/State/Zip Code:  
Attention:  
Contact Phone Number:

Bills and payments shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Business Name:  
Mailing Address:  
City/State/Zip Code:  
Attention:  
Contact Phone Number:

Bills shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name:  
Mailing Address:  
City/State/Zip Code:  
Attention:  
Contact Phone Number:

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

#### SECTION XIV ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

#### SECTION XV MISCELLANEOUS

- A. Nothing in this Agreement shall prohibit CMRS Carrier from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the CMRS Carrier's license. Traffic originating on such extended networks shall be treated as CMRS Carrier Traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as CMRS Carrier Traffic when it originates on such extended network and terminates on ILEC's network, and as ILEC's Traffic when it originates upon ILEC's network and terminates upon such extended network. Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.
- B. **Dialing Parity:** Pursuant to 47 CFR section 51.207 and 47 USC section 251(b)(3), ILEC shall perform all necessary translations at its own expense to provide its end users the same dialing treatment to call a CMRS Carrier assigned NXX that its end user is provided when dialing an NXX assigned to an incumbent LEC in the same rate center as the CMRS Carrier assigned NXX regardless of whether calls are delivered directly or indirectly.
- C. **Rating:** For rating purposes, calls to an NXX assigned to CMRS Carrier shall be included in any ILEC local exchange calling service, extended area calling service, optional calling scope, or similar program regardless of whether calls are delivered directly or indirectly.

- D. **Network Changes.** If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, including the policies and practices incorporated into this agreement that will materially affect the parties' interconnection, or any other change in its network which will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission' rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.
- E. **Default Routing**
1. Local Number Portability ("LNP") provides an End User with the ability to retain an existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.
  2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
  3. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services on Schedule 1 shall be assessed per query performed.
  4. If a Party does not fulfill its N-1 carrier responsibility, and the other Party performs queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and routes the call to the appropriate switch or network in which the telephone number resides, the N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions the other Party performs on its behalf. In addition, the N-1 carrier shall be responsible for payment of the reciprocal compensation charges assessed by the terminating carrier and/or the transit charges assessed by a tandem provider associated with each such call.

#### SECTION XVI NONDISCLOSURE OF PROPRIETARY INFORMATION

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage

information in any form, customer account data and Customer Proprietary Network Information (“CPNI”) as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (“Confidential Information”). Confidential Information shall include (i) all information delivered in written or electronic form and marked “confidential” or “proprietary” or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party’s usage of the Recipient’s network including customer account data and CPNI. For purposes of this Section XVI, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. Information disclosed orally shall not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within seventy-two (72) hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Information shall not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

SECTION XVII  
COMPLIANCE WITH SECTION 252(I)

In accordance with Section 252(i) of the Act, ILEC shall make available any interconnection service, or network element provided under an agreement approved under this section to which it is a party to CMRS Carrier upon the same terms and conditions as those provided in the agreement.

**By: ILEC**

\_\_\_\_\_  
Signature (date)

Printed name and title: \_\_\_\_\_

**By: CMRS Carrier**

\_\_\_\_\_  
Signature (date)

Printed name and title: \_\_\_\_\_

**Signature Page dated \_\_\_\_\_, 2005 to Interconnection Agreement between ILEC and CMRS Carrier.**

**APPENDIX A**  
**Rates and Billing Procedures**

**I. INTRAMTA TRAFFIC**

Subject to the *de minimis* exception set forth below in section I.D. below, the Parties shall reciprocally and symmetrically compensate one another for IntraMTA Traffic that is terminated to their respective customers at the rates set forth below.

**A. Reciprocal Compensation**

End office switching: TBD

Tandem switching: TBD

Common Transport - per mile per MOU: TBD

Common Transport - Facilities Termination per MOU: TBD

B. Transit Service    TBD per MOU

C. Default Routing	Per Queried Call
CMRS Carrier Rate	\$ TBD
ILEC Rate	See Interstate Access Tariff

**D. Billing Method**

1. Based on Measurement/Records

- a) It is the responsibility of the billing party to determine the amount to be billed.
- b) ILEC may measure or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Traffic originated by CMRS Carrier and terminating to ILEC provided by the transit provider. This information shall be used by ILEC for billing CMRS Carrier for Traffic terminating to ILEC.
- c) CMRS Carrier may measure, or obtain industry standard records summarizing Traffic originated by ILEC and



terminated to CMRS Carrier. This information may be used by CMRS Carrier for invoicing ILEC for terminating Traffic to CMRS Carrier.

- d) To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

## 2. Based on Factors

- a) *Traffic Ratio*: In the event one of the Parties is unable to measure traffic pursuant to Section D.1, above, the Parties agree to the following Traffic Ratio Factors to estimate the proportion of total Traffic exchanged between the Parties' networks to be:

Mobile-to-Land	TBD%
Land-to-Mobile	TBD%

- b) To the extent a CMRS Carrier or an ILEC has, or subsequently obtains, the ability to measure terminating usage, the CMRS Carrier or ILEC may begin billing pursuant to Section D.1 above
- c) Either Party may request to revise the default percentages no more than once every six (6) months, based on the previous six (6) months average of actual usage. At the written request of either Party to revise the default percentages for reciprocal compensation, the default percentages will be adjusted based on the Parties' respective percentages of all intraMTA traffic exchanged by the Parties. Any adjustments to the default percentages that is agreed upon by the Parties or otherwise resolved pursuant to Section VIII, will be effective the next billing cycle after the receipt of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section VIII.

E. **Form of Billing:** When billing is based on Traffic factors, the CMRS Carrier may elect to use either mutual or net billing arrangements.

F. **Billing Interval:** Either Party may elect to bill on a monthly or quarterly basis. If either Party wishes to revise its billing method it may do so upon (30) thirty days' written notice to the other Party.

G. **De Minimis Exemption:** Until the total traffic exchanged between the Parties reaches 7,500 minutes each month for three consecutive months the Parties agree that the only compensation will be in the form of the reciprocal Transport and Termination service provided by the other Party, and no billings will be issued by either Party.

## II. INTERMTA TRAFFIC

A. **InterMTA Factor:** The Parties agree to the following InterMTA Traffic Factor to estimate the InterMTA portion of the total traffic originated on CMRS Carrier's network and terminated on ILEC's network:

1. TBD% of terminating CMRS Carrier MOUs.
2. The TBD% interMTA factor will be paid only by the CMRS Carrier and will be split evenly (50/50) between intrastate and interstate jurisdictions (i.e., 50% will be charged at ILEC's tariffed intrastate access rates and 50% will be charged at ILEC's tariffed interstate access rates).

## III. FACILITIES

A. Usage Factor

1. The Usage Factor applies to the facility charges incurred for the Direct Interconnection Facility and is based on the proportionate use of the facility by the Parties.
2. The Usage Factor will be the same as the Traffic Ratio factor in D.2.a. above, or as otherwise amended per this Agreement.

B. ILEC Leased Direct Interconnection Facilities                      \$TBD



-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]

**Sent:** Wednesday, March 01, 2006 9:34 AM

**To:** Leon Bloomfield; Linda.lowrance@tdstelecom.com; John.selent@dinslaw.com; tpreston@foothills.net; sison@mountaintelephone.com; kgabbard@prtcnet.org; donnie\_bennett@scrtc.net; Allison Willoughby; dave@highlandtel.net; JCamp@Gearheart.com; JMcClanahan@nctc.com

**Cc:** Brown, Bill; Chiarelli, Joe M [LEG]; Van Eckhardt, Michael; Sterling, Marc B.; Atkinson, Bill R [REG]; Jones, Shelley E [NTK]; Critides, Elaine; Ashby, Mark J; Michele.Thomas@T-Mobile.com; Dan Williams; Greg Tedesco (greg tedesco)

**Subject:** RE: Kentucky Rural ILECs and Wireless Carrier Interconnection Negotiations

Leon,

I have asked my companies about a joint negotiation as requested in your email letter of Friday the 24th. I have queried Gearheart, Foothills, North Central, Peoples Rural, Mountain Rural, and South Central regarding their interest in participating in such a group.

All of my clients (listed above) do not feel it is practical to combine all of their efforts or to work with all the CMRS providers as a group. While they are open to working together to the extent feasible with ACC (or any one CMRS provider), their issues and progress with the other carriers are too diverse to make this a practical approach. The ITCs themselves are also in differing aspects of what they need accomplished. In several instances my clients already have or feel they will soon have an agreement with some of the CMRS providers ACC proposes to include in this combined effort. Nearly all of the ITCs have an agreement with one or more CMRS carrier.

We appreciate your making this suggestion and I am reviewing your template.

As a housekeeping matter, I have corrected the email addresses for North Central and Gearheart - they were incorrect in your original email. Otherwise, I have kept all the same people on your list except for AllTel. We do not consider them an ITC in Kentucky.

Eileen M Bodamer

Cronin Communications Consultants

770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022

[www.cronincom.com](http://www.cronincom.com)

---

**From:** Leon Bloomfield [mailto:imb@wblaw.net]  
**Sent:** Friday, February 24, 2006 7:34 PM  
**To:** Linda.lowrance@tdstelecom.com; Eileen Bodamer; John.selent@dinslaw.com; jimmy.dolan@alltel.com; tpreston@foothills.net; jcamp@gearhart.com; sison@mountaintelephone.com; kgabbard@prtcnet.org; donnie\_bennett@scrtc.net; 'Allison Willoughby'; dave@highlandtel.net; jmmclanahan@nctc.com  
**Cc:** 'Brown, Bill'; 'Chiarelli, Joe M [LEG]'; 'Van Eckhardt, Michael'; Marc.Sterling@VerizonWireless.com; 'Atkinson, Bill R [REG]'; 'Jones, Shelley E [NTK]'; Elaine.Critides@VerizonWireless.com; 'Ashby, Mark J'; Michele.Thomas@T-Mobile.com; 'Dan Williams'; 'Greg Tedesco (greg tedesco)'; Bill Brown  
**Subject:** Kentucky Rural ILECs and Wireless Carrier Interconnection Negotiations

Please see attached.

Leon M. Bloomfield

Wilson & Bloomfield LLP  
1901 Harrison St., Suite 1620  
Telephone: 510.625.8250  
Mobile: 510.282.6240  
Fax: 510.625.8253

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---

**From:** Eileen Bodamer  
**Sent:** Monday, April 24, 2006 8:12 PM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley -

I am updating the template to add indirect. Sometime Tuesday.

Attached is the agreement referenced.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

---

**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Monday, April 24, 2006 7:14 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

The last time we talked we mentioned that the West Kentucky/Nextel Partners ICA was the template that you wanted to use. I have looked at the ICAs filed on the KY website and can not find this particular ICA. Your below email mentions an agreement that you had sent but I do not have any recent agreements from you.

Can you send me the one you want to start with, hopefully one that already contains indirect interconnection language?

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472



**Depp,Tip**

---

**From:** Eileen Bodamer [ebodamer@cronincom.com]  
**Sent:** Tuesday, June 06, 2006 2:46 PM  
**To:** Depp,Tip  
**Subject:** FW: CMRS  
**Attachments:** west ky and npcr.pdf

---

**From:** Eileen Bodamer  
**Sent:** Monday, April 24, 2006 8:12 PM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

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770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

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**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Monday, April 24, 2006 7:14 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

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Can you send me the one you want to start with, hopefully one that already contains indirect interconnection language?

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472

6/6/2006

6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]

**Sent:** Friday, April 21, 2006 4:13 PM

**To:** Jones, Shelley E [NTK]

**Subject:** CMRS

Shelley,

Have you had time to review the agreement I sent to you?

I spoke with my clients and it appears that Sprint does not have any originating local CMRS traffic with the ones I represent. While we are particularly concerned about exchanging traffic with companies who have such resources deployed, we have less of a concern with how Sprint delivers traffic to us.

One thing we could do is add language that is open to indirect connectivity until such time as Sprint requests an NCC / block that is with our local calling scope.

Is there a time we can talk? For the volume of traffic we are probably discussing, it would be frankly foolish to be backed into arbitration just because we couldn't find time to discuss this.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)



You can have personal telecommunications.

RECEIVED

SEP 19 2005

PUBLIC SERVICE  
COMMISSION

September 16, 2005

Mr. Tom Doorman, Executive Director  
Kentucky Public Service Commission  
PO Box 615  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

RE: Facilities Based Interconnection Agreement  
CMRS-LEC Agreement between  
West Kentucky Rural Telephone Cooperative, Corp., Inc.  
And NPCR, Inc. ("Nextel Partners")

Dear Mr. Doorman:

West Kentucky Rural Telephone Cooperative, Corp., Inc. and NPCR, Inc. have negotiated the enclosed facilities based network interconnection agreement for the transport and termination of telecommunications traffic. This agreement is between an incumbent local exchange carrier and a CMRS provider.

West Kentucky Rural Telephone Cooperative, Corp., Inc. is providing 10 copies for the Public Service Commission's review and approval. If the Commission or the Commission's Staff have any questions concerning this Agreement, please feel free to contact me at the number set forth below.

Sincerely,

Trevor R. Bohnstetter  
CEO  
270-674-1000

cc: Phillip Schenkenberg, Briggs and Morgan  
Suzanne Roen, NPCR, Inc. ("Nextel Partners")  
Steven Watkins, Telecommunications Management Consultant

237 NORTH 8th STREET  
P.O. BOX 649  
MAYFIELD, KENTUCKY 42066

TEL: (270) 674-1000  
FAX: (270) 856-3611  
E-MAIL: support@wk.net

**RECEIVED**

SEP 19 2005

PUBLIC SERVICE  
COMMISSION

**AGREEMENT**

for

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

**CMRS-LEC AGREEMENT**

Between

West Kentucky Rural Telephone Cooperative Corporation, Inc.

and

NPCR, INC. ("Nextel Partners")

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  - 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, West Kentucky Rural Telephone Cooperative Corporation, Inc. ("WKRTC") and NPCR, Inc. ("NPCR") will extend certain network arrangements to one another as specified below.

Recitals

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

WHEREAS, WKRTC 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, WKRTC and NPCR hereby agree as follows:

1.0 DEFINITIONS

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

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

1.2 "Affiliate" is As Defined in the Act.

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

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

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

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

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

1.5 "Commission" means the Kentucky Public Service Commission.

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

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

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

1.9 "FCC" means the Federal Communications Commission.

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

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

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

1.13 "Interconnection" for purposes of this Agreement is the linking of the NPCR and WKRTC networks for the delivery of traffic.

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

1.15 "Inter-MTA Traffic" is: (a) traffic originated by a CMRS end user of NPCR in one MTA and terminated to an end user of WKRTC in another MTA; or (b) traffic originated by an end user of WKRTC in one MTA and terminated to an end user of NPCR in another MTA. Inter-MTA Traffic is subject to WKRTC 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 WKRTC or NPCR, and "Parties" means WKRTC and NPCR.

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

1.22 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. The use by a CMRS provider of a Rate Center V & H for mobile CMRS services has no specific geographic meaning.

1.23 "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 NPCR 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.

1.24 "Telecommunications" is as defined in the Act.

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

1.27 "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.

1.28 "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 NPCR's, WKRTC'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 NPCR and the LEC network of WKRTC 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 NPCR; (b) delivered to the WKRTC network over the connecting facilities established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of WKRTC;

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

3.1.3 Inter-MTA Traffic that is: (a) originated on the network of one Party; (b) delivered to the other Party over the connecting facilities 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 WKRTC 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 WKRTC originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by WKRTC. There will be no sharing of access charge revenue that WKRTC bills either interexchange carriers or any other carriers that obtain access services from WKRTC. 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 connecting network arrangement(s) between the Parties. This Agreement only applies to traffic originated by NPCR's CMRS mobile users that are located within the wireless service area of NPCR 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 NPCR.

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 WKRTC and to traffic associated with the provision of two-way CMRS by NPCR. 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. Traffic associated with fixed wireless services of NPCR is specifically excluded from this Agreement. Traffic associated with fixed wireless services of NPCR is specifically excluded from this Agreement. Traffic associated with any service that NPCR may provide to ISPs is excluded from this Agreement. This Agreement does not apply to traffic originated, terminated, or carried 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. The Parties agree to interconnect their respective networks within the incumbent LEC service area of WKRTC at one or more Points of Connection ("POCs") as established by WKRTC. Interconnection will be provided through an appropriate WKRTC tandem switching office. The POC(s) will be set forth in Appendix A. WKRTC shall make available, to NPCR at the POC(s), trunks over which NPCR can terminate traffic described in Section 3.1 and Appendix A. NPCR shall make available, to WKRTC at the POC(s), trunks over which WKRTC 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 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, terminated or carried by or on third party networks. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

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. The Parties will

interconnect their respective networks based upon a Type 2A Service Interconnection ("Type 2A").

4.2.1 Type 2A. Type 2A involves trunk side connection to appropriate WKRTC tandem switching offices. Under the Type 2A arrangement, the interconnection facility acts like an interoffice trunk. Type 2A can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and Type 2A cannot be used for, traffic originated or terminated on third party networks.

4.2.1.1 For traffic terminating on WKRTC, Type 2A interconnection will be used by NPCR to deliver traffic for termination to valid NXX codes associated with WKRTC end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.1.2 Based on the specific WKRTC local service area of the originating end user, the Type 2A interconnection will be used by WKRTC to deliver traffic to designated NPA-NXXs of NPCR for which the associated rate center (as determined by V&H coordinates) is within the specific WKRTC local service area of the originating WKRTC end user. If WKRTC establishes, consistent with the preceding sentence, any new local service area calling for WKRTC originating end users, this Agreement will be amended to include such calling. WKRTC local service areas are set forth in WKRTC's intrastate local service tariff. All allowable calling and called NPA-NXXs are set forth in Appendix C and can be amended only with the written agreement by both Parties.

4.2.1.3 The voluntary 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 WKRTC agrees that any recognition by WKRTC of rate centers and the delivery of traffic pursuant to Section 4.2.1.2 based on the rate center V & H coordinates associated with NPA-NXX network numbers that NPCR assigns to its mobile CMRS customers is only for the purposes of, and subject to all of the terms of, this Agreement. The designation of rate center V & H coordinates by NPCR for NPA-NXX numbers assigned to Nextel Partner's mobile CMRS customers does not affect or determine the services offered by WKRTC or NPCR, 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 voluntary application with respect to service offerings or the delivery of traffic by either Party based on designation of rate center V & H coordinates for the NPA-NXX numbers assigned by NPCR 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 local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category

information, charge number, etc. All parameters related to network signaling information will also be provided, such as NPCR 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. NPCR must interconnect, directly or indirectly, with the WKRTC Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. NPCR may choose a third-party SS7 signaling provider to transport signaling messages to and from WKRTC's SS7 network. In that event, the third-party provider must present a letter of agency to WKRTC authorizing the third party to act on behalf of NPCR in transporting SS7 messages to and from WKRTC. The third-party provider for NPCR must interconnect with the WKRTC 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

5.1.1 Subject to the provisions of Section 5.1.2, 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 WKRTC will not provide any compensation to NPCR for traffic associated with one-way CMRS, including paging services, provided by NPCR.

5.1.2 The Parties agree that WKRTC will not provide any compensation to NPCR for Subject Traffic that WKRTC delivers over the connecting facilities pursuant to this Agreement to be terminated on the network of NPCR.

5.2 Rate Structure. A POC(s) will be established between the Parties' facilities-based networks as specified in Appendix A for the delivery of traffic described in Section 3.1. NPCR must obtain special access from WKRTC subject to the rates, terms and conditions contained in WKRTC's intrastate access tariff for the purpose of connection between the POC and WKRTC's applicable tandem office. These connecting facilities are set forth in Appendix A. WKRTC will charge special access from the applicable WKRTC 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 WKRTC. For any specific POC, 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. NPCR 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. NPCR will provide compensation to WKRTC for originating and terminating Inter-MTA Traffic according to the terms and conditions of WKRTC'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.

5.4.1 NPCR and WKRTC will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by NPCR 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 NPCR 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 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 Appendix A will be amended and applied to prospective periods.

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 NPCR the location of the cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer.

5.5 Traffic Distribution. The relative directionality and distribution of traffic with respect to the connecting facilities is set forth in Appendix A. The Parties agree to use the default percentages set forth in Appendix A for the application of charges pursuant to this Agreement. The default percentages will be used for a minimum of 12 months. At the request of either Party thereafter, the factors will be adjusted based on the Parties' respective percentages of intra-MTA traffic delivered over the connecting facilities established pursuant to this Agreement. In any event, the Parties agree that the portion of intra-MTA traffic that is mobile-to-land will not exceed 72 percent and the portion that is land-to-mobile will not exceed 50 percent. 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.

## 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, NPCR shall provide WKRTC 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 30 days following State Commission approval of this Agreement. 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 The initial term of this Agreement shall terminate on December 31, 2006 and shall then automatically renew on a year-to-year basis. Upon expiration of the initial 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.

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 WKRTC, authority involves the provision of local exchange or exchange access services. For NPCR, 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 authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

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 period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

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

11.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.

#### 12.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

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

taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

### 13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

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

### 14.0 MISCELLANEOUS

#### 14.1 Authorization

14.1.1 WKRTC 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 NPCR is a Delaware corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### 14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the

Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

#### 14.4 Treatment of Proprietary and Confidential Information

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

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

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the 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, with the other Party's prior written consent, assign this Agreement to including, without limitation, its parent or other affiliate; such consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

#### 14.8 Billing and Payment; Disputed Amounts

14.8.1 WKRTC shall invoice NPCR on a monthly basis. NPCR 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 WKRTC.

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

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

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

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

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

#### 14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. 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, an acceptable arbitration process may be utilized.

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 WKRTC:

Trevor Bonnstetter, General Manager  
West Kentucky Rural Telephone Cooperative Corporation, Inc.  
237 North 8th Street  
Mayfield, Kentucky 42066

and

Gayle B. Robbins  
Robbins & Robbins  
101 South Seventh Street  
Mayfield, Kentucky 42066

For NPCR:

Donald Manning  
NPCR, Inc.  
4500 Carillon Point  
Kirkland, Washington 98022

and

Dan Kuban  
NPCR, Inc.  
8 Airline Drive, Suite 105  
Albany, New York 12205

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 16<sup>th</sup> day of September, 2005.

NPCR, Inc.

West Kentucky Rural Telephone Cooperative Corporation, Inc.

By: Donald J. Manning

By: Trevor R. Bonnstetter

Printed: Donald J. Manning  
          Vice President

Printed: Trevor R. Bonnstetter  
Title: CEO

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

This Appendix specifies the Points of Connection ("POCs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between NPCR, Inc. ("NPCR") and West Kentucky Rural Telephone Cooperative, Inc. ("WKRTC") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each POC as follows:

Type 2A Interconnection

POC #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 forty-eight (48) trunks using two (2) DS1 facilities by means of cable at a junction point located at V and H coordinates: V=7038, H=3069.

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:

- % Mobile-to-Land traffic terminating on WKRTC's network = 72 %
- % Land-to-Mobile traffic terminating on Nextel Partners' network = 28 %

For the Seventy-Two percent (72%) of total traffic terminating on WKRTC's network, the Parties agree to the following distribution of traffic:

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

For the Twenty-Eight percent (28%) of total traffic terminating on NPCR'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 11<sup>th</sup> day of September, 2005.

NPCR, Inc.

By: Donald J. Manning  
Vice President

Printed: Donald J. Manning  
Vice President

Title: \_\_\_\_\_

West Kentucky Rural Telephone  
Cooperative Corporation, Inc.

By: Trevor R. Bonnstetter

Printed: Trevor R. Bonnstetter

Title: CEO



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 West Kentucky Rural Telephone Cooperative Corporation, Inc. ("WKRTC") and NPCR, Inc. ("NPCR") as follows:

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

Subject Traffic originated by NPCR and delivered to WKRTC over Type 2A trunks at POC #1: rate per terminating minute of use for all end offices of WKRTC through its Folsomdale tandem switch . . . . . \$0.012/MOU

Subject Traffic for which Transport and Termination charges apply originated by WKRTC and delivered to Nextel Partners over Type 2A trunks at POC #1: rate per terminating minute of use . . . . . \$0.000/MOU (Zero)

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

Current WKRTC access tariffs in the proper jurisdiction apply.

**Special Access Connecting Facilities:**

WKRTC will charge NPCR special access monthly recurring rates pursuant to WKRTC's effective intrastate access tariff for the connecting facilities between POC#1 as set forth in Appendix A and WKRTC's Folsomdale tandem office.

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

WKRTC will credit NPCR 26.992% 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 16th day of September, 2005.

NPCR, Inc.

West Kentucky Rural Telephone  
Cooperative Corporation, Inc.

By: [Signature]

By: [Signature]

Printed: J. Manning  
Vice President

Printed: Trevor R. Bonnstetter

Title: \_\_\_\_\_

Title: CEO

Schedule of Allowable NXX Calling Scope  
For Traffic Exchange at POC #1  
and  
Designation of Nextel Partners CMRS Service Area

West Kentucky Rural  
Telephone Cooperative - NXX

Sedalia (270-328-xxxx)  
Farmington (270-345-xxxx)  
Wingo (270-376-xxxx)  
Lynnville (270-382-xxxx)  
Fancy Farm (270-623-xxxx)  
Lowe's (270-674-xxxx)  
Folsomdale (270-856-xxxx)  
West Plains (270-658-xxxx)

Lynn Grove (270-435-xxxx)  
New Concord (270-436-xxxx)  
Hardin (270-437-xxxx)  
Kirksey (270-489-xxxx)  
Hazel (270-492-xxxx)  
South Hazel (270-498-xxxx)

Nextel Partners -- NXX and  
Associated Local Service Areas

Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)  
Mayfield (270-970-6xxx)

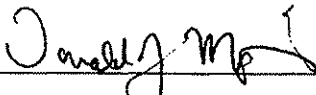
Murray (270-226-2xxx)  
Murray (270-226-2xxx)  
Murray (270-226-2xxx)  
Murray (270-226-2xxx)  
Murray (270-226-2xxx)  
Murray (270-226-2xxx)

**Nextel Partners Service Area by Counties in the Commonwealth of Kentucky:**

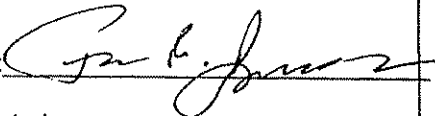
All Kentucky counties except Boone, Kenton, Campbell, Gallatin, Grant, Pendleton and Bracken.

Approved and executed this 16<sup>th</sup> day of September, 2005.

NPCR, Inc.

By:   
Printed: **Donald J. Manning**  
**Vice President**  
Title: \_\_\_\_\_

West Kentucky Rural Telephone  
Cooperative Corporation, Inc.

By:   
Printed: Trevor R. Bonnstetter  
Title: CEO



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**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Wednesday, May 24, 2006 7:17 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

The fact that your clients do not have an indirect arrangement with anyone is the core point behind the issuance of the interim settlement agreement. The indirect template I sent to you for review was my attempt to move us forward in gaining a voluntary agreement that addresses indirectly exchanged traffic as directed by the interim settlement agreement.

In another effort to move our negotiation along, I have attached an existing Nextel Partners KY ICA that Sprint has redlined for its negotiations with another KY telephone company. If Sprint were to negotiate this existing ICA with any of your KY clients we would provide the same redlines as done here.

Is this a document that you can negotiate from? If so, I would like to schedule a set of calls to discuss and hopefully reach a voluntary agreement.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]  
**Sent:** Thursday, May 18, 2006 11:56 AM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley -

I will review what you sent to us however my clients do not have an indirect arrangement with anyone. In the absence of such arrangements, it is unclear to me how such traffic will be exchanged. We cannot be contractually obligated to agree to utilize arrangements we do not have.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

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**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Thursday, May 18, 2006 11:16 AM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

I had reviewed the Cingular ICA but you did not want to use that and ask me to review the Brandenburg/Nextel ICA which I did. Then you suggested using the WKY/Nextel partners ICA and sent the PDF as a reference indicating that you were revising it to include indirect.

I highly recommend that you redline the template that was sent on February 24 and again on May 16. You will find the indirect language that Sprint proposes along with suitable language for direct connections.

In order to move ahead with completing the terms of an ICA I would like to have a current month of M-L and L-M traffic for each of the companies that you represent. I understand from your April 21 email that your clients are not receiving any M-L traffic from Sprint. Can they provide how much traffic each originates that terminates to Sprint?

Since Sprint does not have code or a presence in your client's territory maybe we could implement an indirect/bill and keep agreement until such time as code may be required. I have attached a template that Sprint has used with other carriers in this type of situation.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]  
**Sent:** Wednesday, May 17, 2006 2:38 PM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley,

Did you ever look at the Sprint agreements that are on file in KY? I do not have it in anything but PDF. I did send you the template, correct? I can resend if you have no record? Please just let me know?

I was with my clients today and we don't know what Sprint wants as far as indirect – what info about how you want to connect can you provide? I am unclear what Sprint wants in regards to “indirect” and would appreciate more info. If it is in what you just sent me I will read it when I return.

Eileen

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**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Tuesday, May 16, 2006 1:44 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

I can not work from ‘the agreement I initially sent to you’ because I never received an agreement from you.

You sent a PDF file on April 24, 2006 with the following:

Shelley -

I am updating the template to add indirect.  
Sometime Tuesday.

Attached is the agreement referenced.

in response to my email below:

Eileen,

The last time we talked we mentioned that the West Kentucky/Nextel Partners ICA was the template that you wanted to use.

I have looked at the ICAs filed on the KY website and can not find this particular ICA. Your below email mentions an agreement that you had sent but I do not have any recent agreements from you.

Can you send me the one you want to start with, hopefully one that already contains indirect interconnection language?

We can negotiate from the attached draft that was sent to you on February 24, 2006 or from any Word Document that you may send

to me in soft copy so that I may incorporate changes if they are required.

Under these confusing circumstances, I can not formulate intent.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]  
**Sent:** Tuesday, May 16, 2006 11:25 AM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley -

I guess I'm a little confused also. Are you taking the position that Sprint intends to file? That just seems premature to me. Is that what you want me to tell my clients today? I sure hope I am misunderstanding this exchange?

Is there a reason you won't work from the agreement I initially sent to you?

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

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**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Tuesday, May 16, 2006 12:19 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

I'm perplexed about what is or is not happening with our Kentucky negotiations. I will send to you a draft agreement

for your review this week. At least we will have a starting point with proposed language to discuss.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]  
**Sent:** Tuesday, May 16, 2006 11:03 AM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Do you want to file?

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

---

**From:** Jones, Shelley E [NTK] [mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Tuesday, May 16, 2006 12:01 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

If we just file, what was it you planned on filing. We have had no negotiations to date.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer [mailto:ebodamer@cronincom.com]  
**Sent:** Tuesday, May 16, 2006 10:59 AM



**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley -

I am heading to Lexington to meet with my clients. We are entering the arbitration window and need to decide if we should seek an extension or just file. This is a priority so I will get back to you when I return.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

---

**From:** Jones, Shelley E [NTK]  
[mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Tuesday, May 16, 2006 11:57 AM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

Just a follow up - I do not have any recent emails from you and was wondering if you have a draft in word for me to review.

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer  
[mailto:ebodamer@cronincom.com]  
**Sent:** Monday, April 24, 2006 7:12 PM  
**To:** Jones, Shelley E [NTK]  
**Subject:** RE: CMRS

Shelley -

I am updating the template to add indirect.  
Sometime Tuesday.

Attached is the agreement referenced.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

---

**From:** Jones, Shelley E [NTK]  
[mailto:Shelley.E.Jones@sprint.com]  
**Sent:** Monday, April 24, 2006 7:14 PM  
**To:** Eileen Bodamer  
**Subject:** RE: CMRS

Eileen,

The last time we talked we mentioned that the West Kentucky/Nextel Partners ICA was the template that you wanted to use. I have looked at the ICAs filed on the KY website and can not find this particular ICA. Your below email mentions an agreement that you had sent but I do not have any recent agreements from you.

Can you send me the one you want to start with, hopefully one that already contains indirect interconnection language?

Shelley Jones  
Interconnection - Access Solutions  
MS: KSOPHA0310-3B472  
6330 Sprint Parkway  
Overland Park, KS 66251  
913.762.4463  
913.762.0117 fax

-----Original Message-----

**From:** Eileen Bodamer  
[mailto:ebodamer@cronincom.com]  
**Sent:** Friday, April 21, 2006 4:13 PM

**To:** Jones, Shelley E [NTK]  
**Subject:** CMRS

Shelley,

Have you had time to review the agreement I sent to you?

I spoke with my clients and it appears that Sprint does not have any originating local CMRS traffic with the ones I represent. While we are particularly concerned about exchanging traffic with companies who have such resources deployed, we have less of a concern with how Sprint delivers traffic to us.

One thing we could do is add language that is open to indirect connectivity until such time as Sprint requests an NCC / block that is with our local calling scope.

Is there a time we can talk? For the volume of traffic we are probably discussing, it would be frankly foolish to be backed into arbitration just because we couldn't find time to discuss this.

Eileen M Bodamer  
Cronin Communications Consultants  
770-649-1886 / fax 770-645-6545  
415 Hepplewhite Dr., Alpharetta GA 30022  
[www.cronincom.com](http://www.cronincom.com)

AGREEMENT

for

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

CMRS-LEC AGREEMENT

Between

ICO Telephone Cooperative, Inc.

and

Sprint Spectrum, L.P., and  
SprintCom, Inc., d/b/a Sprint PCS

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### APPENDIX A

### APPENDIX B

~~AGREEMENT FOR FACILITIES-BASED NETWORK-INTERCONNECTION  
FOR TRANSPORT AND RECIPROCAL COMPENSATION/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, ICO. ("ICO") and CMRS Provider, Inc. Sprint Spectrum, L.P. and SprintCom, Inc., jointly d/b/a Sprint PCS (collectively "XYZ Sprint") will extend certain network arrangements to one another as specified below.~~

Recitals

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

WHEREAS, ICO 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 delivering ~~of~~ specific traffic for transport and termination on the other Party's network ~~and to set forth~~; ~~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, ICO and ~~XYZ Sprint~~ 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 XYZSprint and ICO networks for the delivery of traffic.

1.13 "Interconnection Point" or "IP" is one or more a demarcation point(s) on the incumbent network of ICO between the Parties' 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: CMRS outbound or inbound traffic that, at the beginning of the call, originates on one Party's network in one MTA and terminates on the other Party's network in a different MTA (a) traffic originated by a CMRS end user of XYZSprint in one MTA and terminated to an end user of ICO in another MTA; or (b) traffic originated by an end user of ICO in one MTA and terminated to an end user of XYZSprint in another MTA. Inter-MTA Traffic is subject to ICO 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. Not used in this draft.

1.19 "NXX" means a three-digit exchange or central 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 ICO or XYZSprint, and "Parties" means ICO and XYZSprint.

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 ~~and. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which, at the beginning of the call, is originated originates on the network by an end-user of one Party and terminates to on the network an end-user of the other Party within the same Major Trading Area ("MTA"), provided that the end-user of XYZSprint 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 calculating reciprocal compensation that may be due under this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.23 "Telecommunications" is as defined in the Act.

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

1.25 "Termination" is as defined in the FCC's Rules, ~~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 Subject 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 as defined in the FCC's rules, ~~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 Subject 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 XYZSprint's, ICO'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 XYZSprint and the LEC network of ICO for the purposes of delivering certain types of 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 XYZSprint; (b) delivered to the ICO network using a method of interconnection provided for in ever the facilities comprising the interconnection established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of ICO;

3.1.2 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of ICO; (b) delivered to XYZSprint using a method of interconnection provided for in ever the facilities comprising the interconnection established pursuant to this Agreement; and (c) terminated on the CMRS network of XYZSprint;

3.1.3 Inter-MTA Traffic that is: (a) originated on the network of one Party; (b) delivered to the other Party using a method of interconnection provided for in ever 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 a) the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement and b) the tTransport and tTermination of InterMTA Traffic. These specific compensation 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 ICO 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 ICO originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by ICO. There will be no sharing of access charge revenue that ICO bills either interexchange carriers or any other carriers that obtain access services from ICO. 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 XYZSprint's CMRS mobile users that are located within the wireless service area of XYZSprint 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 XYZSprint.~~

~~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 ICO for which ICO has tariff authority to provide and to traffic associated with the provision of two-way CMRS by XYZSprint. 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 XYZSprint 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 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.~~

~~3.7 This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services.~~

#### 4.0 SERVICE AGREEMENT INTERCONNECTION AND TRAFFIC EXCHANGE

##### 4.1 Methods of Interconnection.

~~4.1.1 Direct Interconnection. The Parties agree to directly interconnect their respective networks at an interconnection point identified in Appendix A when traffic volumes warrant within the incumbent LEC service area of ICO at one or more Interconnection Points ("IPs") as established by ICO. Interconnection will be provided through an appropriate ICO tandem switching office. The IP(s) will be set forth in Appendix A. For such direct interconnection, ICO shall make available, to XYZSprint at the IP(s), trunks over which XYZSprint can terminate traffic described in Section 3.1 and Appendix A. XYZSprint shall make available, to ICO at the IP(s), trunks over which ICO can terminate traffic described in Section 3.1 and Appendix A. Each Party shall be financially responsible for the facilities on its side of the IP. By mutual agreement, the Parties may interconnect on a bi-directional basis using either one-way or 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. XYZSprint shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with ICO at the IP(s). In such case, on behalf of XYZSprint, the third party carrier will connect dedicated facilities with ICO at the IP(s). XYZSprint shall be responsible for the payment to any third party carrier for any charges associated with the facilities. The Parties are currently exchanging Subject Traffic indirectly through the use of one or more third-party networks, and may continue to indirectly exchange traffic, including any overflow traffic when directly interconnected, through the use of such third-party networks.~~

~~4.1.3 All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.~~

~~4.2 Traffic Exchange 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 ICO 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. Sprint shall only deliver traffic over the direct interconnection to valid NXX codes associated with ICO end offices.~~

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

~~4.2.2 ICO shall only deliver traffic over the direct interconnection to valid NXX codes associate with Sprint switches in MTA 26.~~

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

~~4.2.3 The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchange under this Agreement is destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.~~

~~4.2.4 If a Party does not fulfill its N-1 carrier responsibility (the "Non-Querying Party"), the other Party (the "Querying Party") shall perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of all charges assessed by the Querying Party as identified in Schedule III for "Default Query Service" including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a third party tandem provider.~~

~~4.2.5 Nothing in this Agreement shall prohibit Sprint from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint brand name. Traffic originating and terminating such extended networks shall be treated as Sprint traffic under the terms and conditions of this Agreement, and such third parties shall be treated as agents of Sprint PCS under this Agreement.~~

~~4.2.6 Dialing Parity. Pursuant to 47 CFR section 51.207 and 47 USC section 251(b)(3), ICO shall provide its end users the same dialing treatment to call a Sprint telephone number that it provides its end users dialing an Incumbent LEC telephone number in the same local calling area.~~

~~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 XYZSprint for NPA-NXX numbers assigned to XYZSprint's mobile CMRS customers does not necessarily affect or determine the services offered by ICO or XYZSprint, 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 XYZSprint to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply. See 3.7~~

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 XYZSprint Carrier 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.

XYZSprint must interconnect, directly or indirectly, with the ICO Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. XYZSprint may choose a third-party SS7 signaling provider to transport signaling messages to and from ICO's SS7 network. In that event, the third-party provider must present a letter of agency to ICO authorizing the third party to act on behalf of Sprint in transporting SS7 messages to and from ICO. The third-party provider for XYZSprint must interconnect with the ICO STP(s) serving the geographic area in which the traffic exchange trunk groups are the direct interconnection is 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 ICO will not provide any compensation to XYZSprint for traffic associated with one-way CMRS, including paging services, provided by XYZSprint.

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. XYZSprint must obtain special access from ICO subject to the rates, terms and conditions contained in ICO's intrastate access tariff for the purpose of connection between the IP(s) and ICO's applicable tandem office. ~~These connecting facilities are set forth in Appendix A. ICO will charge special access from the applicable ICO 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 ICO.~~ The Parties agree that call Transport and Termination rates as set forth in Appendix A will apply symmetrically and reciprocally on a per-minute of use basis for the Transport and Termination of Subject Traffic covered by this Agreement. The Parties further agree to charge a single, combined, per-minute rate which encompass charges for transport, termination, and tandem switching.

~~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. XYZSprint agrees to the non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities. For purposes of billing compensation for Subject Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. For terminating local calls, Usage begins when the terminating recording switch receives answer supervision. The measurement of terminating call usage ends when the switch receives or sends a release message, whichever occurs first. Usage shall be measured in minutes, or fractions thereof, and not rounded-up on a per call basis, but accumulated over the billing period.~~

~~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. XYZSprint will provide compensation to ICO for originating and terminating Inter-MTA Traffic will be compensated for according to the terms and conditions of ICO'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 The Parties have agreed to use a traffic factor as specified in Appendix A to estimate the amount of traffic that is Inter-MTA. XYZSprint and ICO will develop a mutually acceptable percent-usage factors to represent the for the relative amounts of Inter-MTA Traffic exchanged between the Parties, and Subject Traffic delivered by XYZSprint over the connecting facilities pursuant to this Agreement as defined in Section 3.1. These percentage usage Inter-MTA factors will apply to the total traffic Sprint terminates to ICO each month to derive the volume of inter-MTA traffic with the remaining traffic designated as Subject Traffic, exchanged over the connecting facilities. Either The Parties may request the development of a new factor once every 12 months to be applied prospectively, will work together to develop an auditable report which shows, for traffic originated or terminated by XYZSprint 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 development or application of a new Inter-MTA 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 Sections 3.1.3 and 5.4.1) may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, therefore the Parties will develop a mutually acceptable Percent Interstate Usage ("PIU") to be applied to the derived Inter-MTA traffic interstate to determine the portion of the Inter-MTA usage that is interstate and intrastate factors. The remainder is deemed to be intrastate traffic. These 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 portion of percentage of derived Inter-MTA Traffic calculated to be interstate and that is interstate in nature; intrastate access charges will apply to the remaining percentage of Inter-MTA Traffic that is intrastate in nature. The PIU may be revised no more than once every six months based on available data.~~

~~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 XYZSprint 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. Neither Party shall assess charges on the other Party for traffic it originates.~~

5.5 The Parties intend to ~~measure~~ utilize actual terminating measurement of usage for ~~billing purposes, of billing pursuant to this Agreement.~~ For traffic delivered indirectly through a third party, the third party transit records shall be used by ICO until such time as ICO's switching equipment can be verified as capable of accurately identifying and removing any mobile to land usage terminated to it by an Interexchange Carrier and any usage associated with calls from pooled and ported numbers that are not assigned to Sprint. ~~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 that the Party not capable of measurement shall~~ calculate its billing based on use the default percentages set forth in Section 2 of Appendix A, for the application of charges pursuant to this Agreement assessed to the other Party. ~~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, XYZSprint shall provide ICO 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."~~ For a direct interconnection with two-way trunks, the Parties shall provide each other with a forecast of projected mobile to land and land to mobile usage when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

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. [This should never happen – if one party believed repeated willful violations were occurring then it should have already started and be within dispute resolution process; self-help discontinuance without order of PSC should never occur]~~

## 8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective upon signature of the last Party to sign, subject to approval by the Commission, and shall have an initial term of two years 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 ~~month to 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 (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 ICO, authority involves the provision of local exchange or exchange access services. For XYZSprint, 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 DEFAULT

8.6.1 Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Such default notice shall be posted by overnight mail, return receipt requested.

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

8.6.3 Default is defined to include:

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

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

~~(c) 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, in its sole discretion, shall may 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). To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss.

## 11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors or defects ~~occurring~~ 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 ICO is a ~~[insert entity type]~~ 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 XYZSprint Spectrum is a ~~[insert entity type]~~ limited partnership, duly organized, validly existing and in good standing under the laws of the ~~[insert state of organization]~~ State of Delaware, and agent for SprintCom, Inc., a corporation, duly organized, validly existing and in good standing under the laws of the State of Kansas, 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.~~ [Redundant, included within next sentence.] 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 ~~ICO~~Each Party shall invoice ~~the other Party~~~~XYZSprint~~ on a monthly basis. ~~XYZSprint~~Each Party shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on factors contained in Appendix applied to the terminating minutes of use over the interconnection facilities as measured by ICO.

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 ICO: \_\_\_\_\_ ATTN: \_\_\_\_\_  
ICO Telephone-.

With a copy to:

For XYZSprint: \_\_\_\_\_ Sprint PCS  
\_\_\_\_\_ Mailstop: KSOPHA0310  
\_\_\_\_\_ ICA Solutions  
\_\_\_\_\_ 6330 Sprint Parkway  
\_\_\_\_\_ Overland Park, KS 66251

With a copy to: \_\_\_\_\_ Sprint PCS  
\_\_\_\_\_ Attn: Legal/Telecom Management Privacy Group  
\_\_\_\_\_ 6391 Sprint Parkway  
\_\_\_\_\_ KSOPHT0101-Z2060  
\_\_\_\_\_ Overland Park, KS 66251

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 The Party providing a service ("the Providing Party") will indemnify and defend the other Party ("Non-Providing Party") from and against all damages arising out of a claim that any services or any resulting use of any service the Providing Party provides the Non-Providing Party under this Agreement constitutes an alleged infringement of any patent, trademark or copyright where the services are provided or misappropriation of any trade secret. Furthermore, if a Non-Providing Party's right to sell or use the services of the Providing Party is enjoined, in addition to any other rights or remedies specified in this Agreement, the Providing Party, at the Non-Providing Party's option and the Providing Party's expense, will:

1. Procure for the Non-Providing Party and its customers the right to use the Services;
2. Replace the services with equivalent non-infringing services;
3. Modify the services so they become non-infringing; or

5 Refund the Charges paid by the Non-Providing Party for the services throughout any service commitment period(s), including incidental charges, such as transportation, installation and removal.

~~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 the Parties may upon mutual agreement terminate this Agreement without penalty or liability for such termination upon written notice to the other Party, or pursue their respective rights under the Dispute Resolution Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

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

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights or 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. If mutually acceptable revisions cannot be agreed upon within sixty days of a request for such revisions, either Party may pursue their respective rights under the Dispute Resolution Section 14.9.

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

Sprint Spectrum, L.P. and  
SprintCom, Inc., jointly d/b/a Sprint PCS

ICO Telephone

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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

The Parties agree to the following. ~~This Appendix specifies the Interconnection Points ("IPs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic for the direct exchange of traffic (CMRS-LEC Agreement) between Sprint XYZ, Inc. and ICO and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each IP as follows:~~

~~The ICO Telephone XXXXXXXXXXXX tandem switch.  
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=yyyy6870, H=zzzz2773.~~

~~2. For the total amount of two-way traffic delivered by/exchanged between the Parties over the connecting facilities, the Parties agree to the following initial distribution of traffic based upon actual traffic patterns, if both Parties agree that only one Party will measure and net bill the other Party or the Party without measurement capabilities chooses to calculate its bill based on the distribution of traffic. Either Party may request a recalculation of the distribution of traffic every six months based upon current traffic patterns. All subsequent distribution of traffic percentages will be agreed to in writing and will not require a refile of Appendix A. on a default basis only if ICO does not provide specific traffic measurement:~~

~~% Mobile-to-Land traffic terminating on ICO's network = 1xx  
00% %50%  
% Land-to-Mobile traffic terminating on XYZSprint's network = 0%  
xx %50%~~

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

~~% Subject Traffic = 95.98 %  
% Intrastate Inter-MTA Traffic = 5.5 %  
% Interstate Inter-MTA Traffic = 0.95 %~~

~~4. For the total traffic terminating on XYZSprint'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.~~

~~Sprint Spectrum, L.P. and \_\_\_\_\_ ICO Telephone  
SprintCom, Inc., d/b/a Sprint \_\_\_\_\_  
Communications LLC d/b/a Sprint PSC \_\_\_\_\_~~

~~XYZ, Inc. \_\_\_\_\_ ABC Telephone Company~~

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 ICO Corporation, ("ICO") and Sprint Spectrum, L.P., and SprintCom, Inc., d/b/a Sprint PCS collectively XYZ ("XYZSprint") as follows:

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

Subject Traffic originated by XYZSprint and delivered to ICO over trunks established at IP #1: rate per terminating minute of use for all end offices of ICO through its \_\_\_\_\_ tandem switch \_\_\_\_\_ Per Minute of Use Rate for Subject Traffic directly and indirectly exchanged \$00.0x/MO. 0150/MOU [or TBD per forward looking cost study]U

Subject Traffic for which Transport and Termination charges apply originated by ICO and delivered to XYZSprint over trunks established at IP #1: rate per terminating minute of use \_\_\_\_\_ \$00.0x/MOU. 015/MOU

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

Per Minute of Use Rates found in Current ICO's current interstate and intrastate access tariffs in the proper jurisdiction shall apply.

**3. Special Access Connecting Facilities:**

ICO will charge XYZSprint special access monthly recurring rates pursuant to ICO's effective intrastate access tariff for the connecting facilities between IP#1 as set forth in Appendix A and ICO's \_\_\_\_\_ tandem office.

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

ICO will credit XYZSprint 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.

Sprint Spectrum, L.P. and \_\_\_\_\_ ICO  
SprintCom, Inc., d/b/a Sprint \_\_\_\_\_  
Communications LLC d/b/a Sprint PSG \_\_\_\_\_

XYZ, Inc. \_\_\_\_\_ ABC Telephone Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Designation of XYZSprint's CMRS Service Area

**XYZSprint's Service Area by Counties in the Commonwealth of Kentucky:**

To be added

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

~~Sprint Spectrum, L.P. and \_\_\_\_\_ IGO~~  
~~SprintCom, Inc., d/b/a Sprint \_\_\_\_\_~~  
~~Communications LLC d/b/a Sprint PSG \_\_\_\_\_~~  
XYZ, Inc. \_\_\_\_\_ ABC Telephone Company

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_