

Attachment 2: Resale

All services made available to Tel-America by ALLTEL for resale by Tel-America pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to Tel-America by ALLTEL on behalf of ALLTEL's affiliated local exchange carriers as identified in Attachment 1: ALLTEL Local Exchange Carriers.
- 1.2 The applicable rules, regulations and rates in the ALLTEL Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 Tel-America will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from Tel-America for all services purchased pursuant to this Agreement.
- 1.4 Tel-America will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 Tel-America may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
- 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, Tel-America shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
- 1.7 Tel-America shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
- 1.8 Tel-America shall not use a resold service to avoid the rates, terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
- 1.9 If ALLTEL at its sole discretion provides non-regulated services to Tel-America for resale, said services shall be resold to Tel-America according to terms and conditions established by ALLTEL.
- 1.10 Tel-America shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities, ALLTEL shall provide Resale Services to Tel-America pursuant to this Agreement.
- 1.12 Tel-America has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business.

- 1.13 Service is furnished to Tel-America on the condition that it will not be used for any unlawful purpose.
- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.
- 1.15 ALLTEL can refuse service when it has grounds to believe that service will be used in violation of the law.
- 1.16 ALLTEL accepts no responsibility for any unlawful act committed by Tel-America or its end users as part of providing service to Tel-America for purposes of resale or otherwise.
- 1.17 ALLTEL is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Tel-America or its end users. Law enforcement agency subpoenas and court orders regarding the end users of Tel-America will be directed to Tel-America. ALLTEL shall be entitled to bill Tel-America for any cost associated with complying with any requests by law enforcement agencies regarding Tel-America or Tel-America's end users.
- 1.18 White Page Directory Services shall be provided as set forth in Attachment 9 - White Page Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by ALLTEL with respect to Tel-America end-user accounts will be returned to the IXC as unbillable, and will not be passed on to Tel-America for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by ALLTEL.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to ALLTEL by Tel-America in accordance with the practices and procedures established by ALLTEL.
- 1.21 Except as otherwise provided in this Agreement, if ALLTEL notifies Tel-America in writing of a violation of a provision of this Agreement, Tel-America shall have thirty (30) days from notice to correct the violation and notify ALLTEL in writing that the violation has been corrected.
- 1.22 ALLTEL shall continue to have the right to serve and market directly to any end user within ALLTEL's service area, including but not limited to Tel-America's end users. ALLTEL shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with Tel-America's end users.
- 1.23 Tel-America shall not interfere with the right of any person or entity to obtain service directly from ALLTEL.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than ALLTEL and use, operation, maintenance or installation thereof shall not:
 - 1.24.1 interfere with or impair service over any facilities of ALLTEL, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.24.2 cause damage to plant;
 - 1.24.3 impair the privacy of any communications; or

- 1.24.4 create hazards to any employees or the public.
- 1.25 Tel-America assumes the responsibility of notifying ALLTEL regarding any less than standard operations with respect to services provided by Tel-America.
- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to Tel-America shall remain the property of ALLTEL.
- 1.27 ALLTEL will provide customer record information to Tel-America, only after Tel-America has provided ALLTEL the appropriate Letter(s) of Authorization (LOA) from the relevant customer. ALLTEL may provide customer record information to Tel-America via US mail or fax.
- 1.28 Costs for connecting and disconnecting resold customers incurred by ALLTEL for providing services to Tel-America that are not covered in the ALLTEL tariffs shall be recovered from Tel-America for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
- 1.30 The rates applicable to Kentucky Comm South for purchase of services from ALLTEL for resale shall be the retail rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff, less an eight percent (8%) discount.

2.0 General Obligations

- 2.1 Tel-America shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR.
- 2.2 ALLTEL shall attempt to implement Tel-America service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept Tel-America trouble reports with respect to Tel-America end users services 24 hours a day, 7 days a week. Tel-America will be assigned a customer contact center when initial service agreements are made. Tel-America end users calling ALLTEL will be referred to Tel-America at the number provided by Tel-America.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, Tel-America shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the Tel-America or the end user made the change. Tel-America shall pay for PIC changes at the tariffed rate.
- 2.6 Tel-America shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.

- 2.7 Tel-America is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at Tel-America location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.
- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by Tel-America. All applicable rates and charges for such services will be billed to and shall be the responsibility of Tel-America, with the exception of other retail services provided directly to the end user by ALLTEL as described in paragraph 2.8 above.
- 2.9 If Tel-America does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, Tel-America must order blocking services as outlined in the ALLTEL Local Exchange Tariff and pay any applicable charges.
- 2.10 Tel-America shall be responsible for providing to its end users, and to ALLTEL a telephone number or numbers that Tel-America end users can use to contact Tel-America in the event of service or repair requests. In the event that Tel-America end users contact ALLTEL with regard to such requests, ALLTEL shall provide the end user Tel-America's contact number and inform the end user to contact Tel-America.

3.0 Establishment of Service

- 3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, Tel-America will provide ALLTEL with the necessary documentation to enable ALLTEL to establish a master account for Tel-America. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, ALLTEL will begin taking orders from Tel-America for Resale Services.
- 3.2 Service orders will be in the format designated by ALLTEL.
- 3.3 When ALLTEL receives notification from Tel-America that a current ALLTEL customer will be subscribing to Tel-America's services, standard service order intervals for the appropriate class of service will apply.
- 3.4 Except as required by applicable laws or rules, ALLTEL will not require end user confirmation prior to establishing service for Tel-America's end user customers. Tel-America must, however, be able to demonstrate end user authorization upon request.
- 3.5 Tel-America will be the single point of contact with ALLTEL for all subsequent ordering activity resulting in additions or changes to Resale Services, except that ALLTEL will accept a request directly from the end user for conversion of the end user's service from Tel-America to ALLTEL, or will accept a request from another local service provider for conversion of the end user's service from Tel-America to the other local service provider.
- 3.6 ALLTEL will provide Tel-America at their request per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that ALLTEL provides such blocking capabilities to its customers and to the extent required by law.
- 3.7 When ordering Resale Services via a service order, Tel-America may where available, order from ALLTEL separate InterLATA and IntraLATA service providers (i.e., two

PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. ALLTEL will accept PIC change orders for IntraLATA toll and long distance services through the ALLTEL service provisioning process.

- 3.8 ALLTEL will provide order format specifications to Tel-America with respect to all services, features, and functions available and with respect to ancillary data required by ALLTEL to provision these services.
- 3.9 ALLTEL, at its discretion may require Tel-America to provide ALLTEL a security deposit to ensure payment of Tel-America's account.
 - 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
 - 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
 - 3.9.3 The fact that a security deposit has been provided in no way relieves Tel-America from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
 - 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
 - 3.9.5 In the event that Tel-America is in breach of this Agreement, service to Tel-America may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
 - 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to Tel-America during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Tel-America by the accrual date.

4.0 Maintenance of Services

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from Tel-America will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 Tel-America or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.

- 4.4 Tel-America shall promptly notify ALLTEL of any situations that arise that may result in a service problem.
- 4.5 Tel-America will be ALLTEL's single point of contact for all repair calls on behalf of Tel-America's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from Tel-America customers will be given a recording (or live statement) directing them to call the number designated by Tel-America. Tel-America on a reciprocal basis will refer all misdirected repair calls that Tel-America receives for ALLTEL customers to ALLTEL.
- 4.6 Tel-America will contact the appropriate ALLTEL repair center in accordance with procedures established by ALLTEL. Tel-America will refer repair calls to ALLTEL by telephone. ALLTEL will attempt to answer its telephone and begin taking information from Tel-America at the same level of service as provided to ALLTEL's customers.
- 4.7 For all repair requests, Tel-America shall adhere to ALLTEL's prescreening guidelines prior to referring the trouble to ALLTEL.
- 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
- 4.9 ALLTEL will bill Tel-America for handling troubles that are found not to be in ALLTEL's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what ALLTEL charges to its retail customers for the same services.
- 4.10 ALLTEL will provide Tel-America with written escalation procedures for maintenance resolution to be followed if, in Tel-America's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of ALLTEL management personnel who are responsible for maintenance issues.
- 4.11 ALLTEL Maintenance of Service Charges, when applicable, will be billed by ALLTEL to Tel-America, and not to Tel-America's end-user customers.
- 4.12 Dispatching of ALLTEL technicians to Tel-America Customer premises shall be accomplished by ALLTEL pursuant to a request received from Tel-America.
- 4.13 When an ALLTEL employee visits the premises of a Tel-America local customer, the ALLTEL employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that ALLTEL was on their premises acting on behalf of "their local service provider".
- 4.14 If trouble cannot be cleared without access to Tel-America local customer's premises and the customer is not at home, the ALLTEL technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
- 4.15 ALLTEL reserves the right, but is not required, to contact Tel-America's customers for any lawful purpose.

- 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by Tel-America in order to identify any new circuit failure performance problems.

5.0 **Discontinuance of Service**

5.1 **End User Disconnect Procedures**

- 5.1.1 At the request of Tel-America, ALLTEL will disconnect a Tel-America end user customer.
- 5.1.2 All requests by Tel-America for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.
- 5.1.3 Tel-America will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Tel-America.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise Tel-America when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by Tel-America against any claim, loss or damage arising from providing this information to Tel-America. It is the responsibility of Tel-America to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 **Tel-America Disconnect Procedures**

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by Tel-America of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, § 9.0 Dispute Resolution. Failure of Tel-America to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to Tel-America, that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and Tel-America's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.
- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, Tel-America's account shall be considered in default, and will be subject to denial or disconnection, or both.

- 5.2.5 If Tel-America fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to Tel-America's designated representative discontinue the provision of existing services to Tel-America at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Tel-America's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to Tel-America without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect Tel-America. ALLTEL reserves the right to advise Tel-America's end users of Tel-America's default after the date given in the notification for disconnection.
- 5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from Tel-America until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to Tel-America after disconnect for nonpayment has occurred.

6.0 Billing and Payments

- 6.1 Pursuant to this Agreement, ALLTEL shall bill Tel-America those charges, which Tel-America incurs as a result of Tel-America purchasing Resale Services from ALLTEL.
- 6.2 ALLTEL shall provide Tel-America a monthly bill including all charges incurred by and credits and/or adjustments due to Tel-America for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to Tel-America will include:
- 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
- 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
- 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
- 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Tel-America.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

- 6.6 ALLTEL will render bills each month on established bill days for each of Tel-America's accounts.
- 6.7 If Tel-America requests an additional copy(ies) of a bill, Tel-America will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges will be the responsibility of Tel-America. Tel-America shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by Tel-America from Tel-America's customer. ALLTEL will not become involved in billing disputes that arise between Tel-America and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due 20 days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 Customer Usage Data

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to Tel-America when the end user has been transferred to Tel-America, and Tel-America purchases Resale Services from ALLTEL.
- 7.2 ALLTEL will provide usage data for Tel-America customers using ALLTEL-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 7.2.1 All record types that are currently processed for ALLTEL customers.
- 7.2.2 Use of CLASS/ Custom Features;
- 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
- 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to Tel-America only for Tel-America Customers. ALLTEL will not submit other carriers' local usage data as part of the Tel-America Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.
- 7.6 ALLTEL will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 7.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 7.8 ALLTEL will transmit formatted Usage Data to Tel-America via CONNECT: Direct or as otherwise agreed to by the Parties. Tel-America is responsible for the connection.

-
- 7.9 Tel-America and ALLTEL will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. Tel-America will pay to ALLTEL a per message charge for ALLTEL's transmission of usage data to Tel-America.
- 7.10 ALLTEL will provide Usage Data to Tel-America daily (Monday through Friday) on a daily on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with 30 days written notice.
- 7.11 ALLTEL will establish a single point of contact to respond to Tel-America call usage, data error, and record transmission inquiries.
- 7.12 ALLTEL will bill and Tel-America will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this 19th day of January, 2001.

Jilapuhn, Inc. d/b/a
Tel-America Communications

ALLTEL Communications Service Corporation

Stan Raberson
Print Name

Alfred W. Busbee
Print Name

[Signature] 1-22-01
Sign Name: Date

Alfred W. Busbee C-3 1/19/01
Sign Name: Date

CEO
Position/Title
Jilapuhn, Inc. d/b/a
Tel-America Communications

Staff Manager – Access & Interconnection Services
Position/Title
ALLTEL Communications Service Corporation