

COMMERCIAL MOBILE RADIO SERVICES

INTERCONNECTION AGREEMENT

BETWEEN

KENTUCKY ALLTEL, INC.

AND

TELECORP COMMUNICATIONS, INC.

FOR

KENTUCKY

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GENERAL TERMS AND CONDITIONS

This Interconnection Agreement (“Agreement”) is entered into between Telecorp Communications, Inc., a Delaware corporation (“Telecorp”), having an office at 1010 North Glebe Road, Suite 800, Arlington, Virginia 22201, and Kentucky ALLTEL, Inc. (“ALLTEL”), a Delaware corporation, having an office at One Allied Drive, Little Rock, Arkansas 72202, for and on behalf of the affiliated local exchange carriers identified in *Attachment 1: ALLTEL Affiliated Local Exchange Carriers*. Hereinafter, Telecorp and ALLTEL are referred to individually as “Party” and collectively as “the Parties.”

WHEREAS, ALLTEL is a Local Exchange Carrier in the State(s) of Kentucky;

WHEREAS, Telecorp is a licensed Commercial Mobile Radio Service provider in the State(s) of Kentucky; and

WHEREAS, pursuant to the Communications Act of 1934, as amended (“the Act”), and other applicable laws, the Parties desire to enter into an agreement for the interconnection of their networks and payment of Reciprocal Compensation, where required by law, for the termination of Telecommunications Traffic;

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

1.0 Introduction

- 1.1 This Agreement sets forth the terms, conditions and rates under which ALLTEL agrees to provide interconnection to Telecorp. Further, this Agreement sets forth the terms, conditions and rates under which Telecorp will provide interconnection and other services to ALLTEL, where applicable. This Agreement also sets forth the terms and conditions for the interconnection of the Parties’ networks and for the payment of Reciprocal Compensation, where required by law, for the transport and termination of Telecommunications Traffic between the Parties.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement and all accompanying Appendices, Addenda and Exhibits.

2.0 Effective Date

- 2.1 This Agreement will be effective only upon execution and delivery by both Parties, and completion of the anticipated Verizon asset purchase by ALLTEL. The “Effective Date” of this Agreement will be the date on which this Agreement is filed with the appropriate Commission, subject to approval by the Commission in accordance with Section 252 of the Act, or, where approval by a such Commission is not required, the date that the last Party executes the Agreement.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts or regulatory agencies of competent jurisdiction invalidate, modify or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision(s) will be invalidated, modified or stayed as required by action of the legislative body, court or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If private negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.
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4.0 Term of Agreement

- 4.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew for successive one (1) year terms, unless and until terminated as provided herein.
- 4.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party. Such written notice shall be provided not later than ninety (90) calendar days prior to the date of termination; provided, however, that no such termination shall be effective prior to the date two (2) years from the Effective Date of this Agreement.
- 4.3 By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 A Party may terminate this Agreement without penalty or liability, other than for amounts owed as of the date of termination, by giving the other Party written notice of its desire to terminate not less than thirty (30) calendar days prior to the intended date of termination if:
- (i) the other Party makes an assignment for the benefit of creditors;
 - (ii) the other Party makes an unauthorized assignment of this Agreement; or
 - (iii) the other Party fails to perform any of its obligations under this Agreement in any material respect, and such material failure continues without remedy for a period of thirty (30) calendar days after written notice is given by the non-defaulting Party to the defaulting Party.
- 4.5 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions and prices in this Agreement will continue as were in effect at the end of the latest term or renewal, so long as negotiations are continuing without impasse and only then until resolution pursuant to this Section. If the Parties are actually in arbitration or mediation before the appropriate state regulatory commission or the Federal Communications Commission ("FCC") prior to the expiration of this Agreement, this Agreement will continue in effect only until the issuance of an order (whether or not such order is final and non-appealable) by the state regulatory commission or the FCC resolving the issues set forth in such arbitration or mediation request.
- 4.6 The Parties agree to resolve any disputed matter relating to this Agreement pursuant to Section 9.0: Dispute Resolution.
- 4.7 Upon either Party's written request, the Party providing service shall fully cooperate in effecting an orderly and efficient transition of any services to another vendor. During any such transition, the Party providing service warrants that the level and quality of the services will not be degraded and that it shall exercise its best, commercially reasonable efforts to effect an orderly and efficient transition. To the extent that such transition is not completed by the expiration date of this Agreement, the Party providing service shall continue to provide the service to be discontinued at then effective rates, until such time as written notice is given that the transition is complete.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement, except under such terms and conditions as are mutually acceptable to the other Party and only with such Party's prior written consent, which consent shall not be unreasonably
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withheld; provided, however, that either Party may assign this Agreement to a corporate affiliate or management contract conducting business as a Local Exchange Carrier or Commercial Mobile Radio Service provider, as appropriate, by providing prior written notice to the other Party of such assignment or transfer. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

- 5.2 Each Party will notify the other Party in writing not less than sixty (60) calendar days in advance of anticipated assignment

6.0 Confidentiality and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user or network information given by one Party (the "Discloser") to the other Party (the "Recipient") which is disclosed by one Party to the other Party in connection with this Agreement during negotiations and the term of this Agreement ("Confidential Information"). Such Confidential Information will automatically be deemed proprietary to the Discloser and subject to this Section 6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked as Confidential Information at the time of disclosure shall also be treated as Confidential Information under Section 6.0 of this Agreement. The Recipient agrees: (i) to use such Confidential Information only for the purpose of performing under this Agreement; (ii) to hold it in confidence and disclose it to no one other than (a) its employees having a need to know for the purpose of performing under this Agreement, and (b) its agents, including, without limitation, attorneys who are under a legal obligation to maintain the confidentiality of disclosures; and (iii) to safeguard such Confidential Information from unauthorized use or disclosure, using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be agreed to in writing by the Discloser prior to such disclosure, and the agent or consultant must have executed a written agreement of nondisclosure and non-use comparable to the terms of this Section.
- 6.2 The Recipient may make copies of such Confidential Information only to the extent reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original document(s) and will bear the same copyright and proprietary rights notices as are contained on the original document(s).
- 6.3 The Recipient agrees to return all such Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) calendar days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify the other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose such Confidential Information to any mediator, arbitrator, state or federal regulatory body or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
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- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or in fact be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 6.6 Each Party's obligations to safeguard such Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark or copyright, nor is any such license implied solely by virtue of the disclosure of any such Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by an unauthorized disclosure by the Recipient or its representatives in breach of this Agreement, and the Parties agree that the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which time such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors which are caused by the negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

7.2 No Consequential Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIMS. NOTHING CONTAINED IN THIS SECTION WILL LIMIT A PARTY'S LIABILITY TO THE OTHER PARTY FOR: (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENT ACT OR OMISSION, OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES.

7.3 **Obligation to Indemnify**

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs or other expenses, including reasonable attorneys' fees ("Claims"), that are asserted, suffered or made by third parties arising from: (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including, but not limited to, claims arising from the provision of the indemnifying Party's services to its end users (*e.g.*, claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors under worker's compensation laws or similar statutes.
- 7.3.2 Each Party agrees to release, defend, indemnify and hold harmless the other Party from any claims, demands or suits that assert any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes, but is not limited to, suits arising from disclosure of the telephone number, address or name associated with the telephone called or the telephone used in connection with any services herein.
- 7.3.3 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including, without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. This Section 7.3.3 applies solely to this Agreement. Nothing in this Section will be deemed to supersede or replace other agreements, if any, between the Parties with respect to either Party's intellectual property or contract rights.
- 7.3.4 When the lines or services of another company or carrier are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of such other company or carrier.

7.4 **Obligation to Defend; Notice; Cooperation**

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's rights or ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim, in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the intellectual property rights or other rights of the relevant Indemnitee. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the intellectual property rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over defense of such Claim; provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against, any damages, costs, expenses or liabilities, including, without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the

relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim, including court costs, and any settlement or damages awarded a third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

- 8.1 The Parties agree to pay all undisputed rates and charges due and owing under this Agreement within thirty (30) calendar days of the invoice date, in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in subsection 8.3 below, shall apply.
- 8.2 If the undisputed amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.3 The Parties agree that interest on overdue undisputed bills will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or 0.000325%, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid dispute, whether billing or contractual in nature, must be in writing, specifically documenting the total dollar amount of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 Billing Disputes

A Party must submit reasonable and valid billing disputes ("Billing Disputes") to the other Party in writing within thirty (30) calendar days from the due date on the disputed bill. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Notice.

9.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

9.1.1.1.1 If the dispute is not resolved within sixty (60) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

9.1.1.1.2 If the dispute is not resolved within one hundred and twenty (120) calendar days of the receipt of the Dispute Notice, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

9.1.1.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 8.3 above. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, not later than the second billing cycle after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges, to be paid not later than the second billing cycle after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, "Bona Fide Dispute" means a dispute of a specific amount of money actually billed by a Party. The dispute must be clearly explained by the disputing Party and supported by written documentation from the disputing Party, which clearly shows the basis for its dispute of the charges. The Dispute Notice must be itemized to show the account number(s) against which the disputed amount applies. For disputes involving usage, the Billing Dispute must include, by way of example and not limitation, the billing date, invoice number, Billing Account Number ("BAN") and supporting detail usage records. For disputes involving circuits, the Billing Dispute must include, by way of example and not limitation, the billing date, invoice number, BAN, circuit identification number(s) and USOC(s), and a detailed description of the dispute. A Bona Fide Dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1.

9.1.1.4 Once the Bona Fide Dispute has been processed in accordance with this subsection 9.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Bona Fide Dispute process will be applied to the Disputing Party's account by the billing Party immediately upon resolution of the dispute.

9.1.2 **All Other Disputes**

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

9.2 **Alternative to Litigation**

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 9.3 below. The Parties will endeavor to informally resolve the dispute within ninety (90) calendar days of receipt of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of a dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than ninety (90) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that any dispute not resolved pursuant to the informal procedure set forth in subsection 9.3 above which involves an amount which represents \$50,000 or less annually (whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute) will be submitted to binding arbitration pursuant to the provisions of subsection 9.6 below. During the first contract year, the Parties will annualize the initial months up to one (1) year.

9.4.2 The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 9.3 above which involves an amount which represents more than \$50,000 annually (whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute), either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that, upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration pursuant to subsection 9.6 below. During the first contract year the Parties will annualize the initial months up to one (1) year.

9.4.3 The Parties agree that all billed amounts are to be paid when due, and that interest shall apply to all overdue invoices as set forth in Section 8.0: Payment of Rates and Late Payment Charges of this Agreement.

9.5 **Conflicts**

9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state regulatory commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.6 **Arbitration**

9.6.1 Any disputes involving amounts which represent \$50,000 or less annually not resolved pursuant to the informal dispute resolution procedures set forth in subsection 9.3 above within ninety (90) calendar days of receipt of the Dispute Notice shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those Rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection 9.6. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; requests to produce documents; or requests for admission.

9.6.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration shall be commenced within ninety (90) calendar days of the request for arbitration. The arbitration shall be held in Little Rock, Arkansas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs not less than five (5) business days before the proceeding. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of the proceeding. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.7 **Costs**

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

10.0 Termination of Service to Telecorp

10.1 Failure of Telecorp to pay billed charges shall be grounds for termination of this Agreement. If Telecorp fails to pay when due any undisputed charges billed to it under this Agreement, and any portion of such undisputed billed charges remain unpaid more than thirty (30) calendar days after the due date of such charges, ALLTEL will notify Telecorp in writing that, in order to avoid having service disconnected, Telecorp must remit all undisputed billed charges to ALLTEL within thirty (30) calendar days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9: Dispute Resolution of this Agreement.

10.2 ALLTEL may discontinue service to Telecorp upon Telecorp's failure to pay undisputed billed charges as provided in this Section, and will have no liability to Telecorp in the event of such disconnection; provided, however, that ALLTEL will not discontinue any service or terminate this Agreement for Telecorp's failure to pay all undisputed billed charges unless Telecorp fails to pay such charges within thirty (30) calendar days of its receipt of the Termination Notice.

10.3 After disconnect procedures have begun, ALLTEL will not accept service orders from Telecorp until all undisputed past due amounts are paid in full, in immediately available funds. ALLTEL will have the right to require a deposit equal to two months' charges (based on the two highest previous months of service from ALLTEL) prior to resuming service to Telecorp after disconnect for nonpayment.

11.0 Notices

- 11.1 Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, modifications or other communications to be given under the terms of this Agreement shall be in writing and sent postage prepaid by registered mail, return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt. All notices shall be directed to the following:

To ALLTEL:

Wholesale Product Management
Mailstop B4F4N-B
One Allied Drive
Little Rock, Arkansas 72202

To Telecorp:

Telecorp Communications, Inc.
1010 Glebe Road, Suite 800
Arlington, VA 22201

- 11.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving ten (10) business days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.
- 12.2 Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation from the appropriate taxing authority. Failure to timely provide said tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.3 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user, and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
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- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed and submitted to the purchasing Party, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this Section 12 will be made in writing and will be delivered by certified mail, and sent to the addresses stated below:

To ALLTEL:

Director - State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
Little Rock, AR 72202

Copy to:

Wholesale Product Management
Mailstop B4F4N-B
One Allied Drive
Little Rock, AR 72202

To Telecorp:

Telecorp Communications, Inc.
1010 Glebe Road, Suite 800
Arlington, VA 22201

- 12.7.1 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving ten (10) business days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Neither Party shall be liable 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: earthquake, tornado, hurricane, flood, fire, explosion, power failure, acts of God, war (whether or not declared), revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation, strikes, slowdowns, picketing, boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar
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circumstances beyond the Party's reasonable control. In such event, the Party affected 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 interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its commercially reasonable efforts to avoid or remove the cause of non-performance, and both Parties shall proceed to perform with dispatch once the causes are removed or cease. Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees, without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other Party's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

15.0 Reserved For Future Use

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so. If such compliance requires the assistance of the other Party, such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user that the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication to the court or law enforcement agency issuing the subpoena that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request, as interpreted by the Party receiving such request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims..

17.0 Reserved for Future Use

18.0 Amendments or Waivers

18.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party to strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act, and the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, other public forum, contract negotiation, bona fide request or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

20.0 Binding Effect

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

22.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the scope of this Agreement.

23.0 Headings

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration from the other Party or its employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will together constitute but one and the same document.

27.0 Third Party Beneficiaries

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.

28.0 Regulatory Approval

28.1 Each Party agrees to cooperate with the other Party and with any state or federal regulatory commission to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory commission so that the benefits of this Agreement may be achieved.

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory commission pursuant to the requirements of §252 of the Act. If the state regulatory commission imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, Telecorp shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall borne by Telecorp.

29.0 Trademarks and Trade Names

29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

30.1 Each Party will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 Reserved for Future Use

32.0 Verification Reviews

32.1 Subject to each Party's reasonable security requirements, and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each contract year, solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties, but not later than sixty (60) calendar days after notice thereof.

32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party, as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 32.3 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) calendar days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for not more than twelve (12) months from the date the audit began. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed twelve (12) months from the date the audit began, to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9.0 above of this Agreement.
- 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement, as are the principles). The Parties will bear their own reasonable expenses associated with this inspection. Subsequent audits will be scheduled when and if cause is shown.
- 32.9 Information obtained or received by a Party in conducting the inspections described in this Section 32.0 shall be subject to the confidentiality provisions of Section 6.0 above of this Agreement.

33.0 Complete Terms

- 33.1 This Agreement sets forth the entire understanding and supersedes all 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.

34.0 Reserved For Future Use

35.0 Reserved For Future Use

36.0 Reserved For Future Use

37.0 Responsibility of Each Party

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees
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assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all: (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38.0 Reserved For Future Use

39.0 Governmental Compliance

39.1 The Parties agree that each Party will comply at its own expense with all applicable laws that relate to: (i) its obligations under or activities in connection with this Agreement, or (ii) its activities undertaken at, in connection with or relating to work locations. Each Party agrees to indemnify, defend (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) its failure or the failure of its contractors or agents to so comply, or (ii) any activity, duty or status of its or its contractors or agents that triggers any legal obligation to investigate or remedy environmental contamination.

40.0 Management Contracts

40.1 Nothing in this Agreement shall prohibit either Party from enlarging its network through contractual affiliations with third parties for the construction and operation of a CMRS or LEC network under the Party's brand name. Traffic originating and terminating via any such extended network shall be treated as interconnection traffic, subject to the terms, conditions and rates of this Agreement, in states where this Agreement is in effect. States not included in this Agreement may be added upon mutual consent.

41.0 Subcontracting

41.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's own subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 Referenced Documents

42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, Telecorp practice, ALLTEL practice, any publication of telecommunications industry administrative or technical standards or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any

amendments, supplements, addenda or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda or successors) of each document incorporated by reference in such a technical reference, technical publication, Telecorp practice, ALLTEL practice or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the effective date of this Agreement, and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.0 of this Agreement.

44.0 Survival of Obligations

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where the interconnection service is provided, without regard to its conflicts of laws principles, shall govern.

46.0 Reserved For Future Use

47.0 Reserved For Future Use

48.0 Disclaimer of Warranties

48.1 **EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.**

49.0 Definitions and Acronyms

49.1 Definitions

For purposes of this Agreement, certain terms have been defined in *Attachment 8: Definitions* and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

49.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, *Attachment 9: Acronyms* provides a list of acronyms used throughout this Agreement.

50.0 Reserved For Future Use

51.0 Reserved For Future Use

52.0 Certification Requirements

52.1 Telecorp warrants that it has obtained all necessary jurisdictional certifications or licenses required in those jurisdictions in which Telecorp has ordered services pursuant to this Agreement. Upon request by any governmental entity, Telecorp shall provide proof of certification to ALLTEL.

53.0 Other Requirements and Attachments

53.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits and Addenda, constitutes the entire Agreement between the Parties.

53.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definition, term or condition in any given Attachment differs from those contained in the main body of this Agreement, that definition, term or condition will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2002.

Telecorp:

Kentucky ALLTEL, Inc.:

Name (print or type)

Name (print or type)

Signature

Date

Signature

Date

Position/Title

Telecorp Communications, Inc.

Position/Title

Kentucky ALLTEL, Inc.

ATTACHMENT 1: ALLTEL AFFILIATED LOCAL EXCHANGE CARRIERS

This Attachment sets forth the ALLTEL affiliated local exchange carriers for which this Agreement is applicable.

Kentucky ALLTEL, Inc.

ATTACHMENT 2: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telecommunications Traffic and Exchange Access. It also describes the ordering process and maintenance requirements.

1.0 Network Architecture

1.1 Interconnection Facilities

1.1.1 Type 1

Type 1 facilities are those facilities that provide a trunk side connection (line side treatment) between an ALLTEL end office and Telecorp's Mobile Switching Center ("MSC"). Type 1 facilities provide the capability to access all ALLTEL local end offices within the LATA, Third Party Providers, 800/888 traffic, 911/E911 traffic, Operator Services traffic and Directory Assistance traffic. The availability and provision of Type 1 facilities is subject to change, as mandated by the FCC's implementation of wireless number pooling and portability.

1.1.2 Type 2A

Type 2A facilities are those that provide a trunk side connection between Telecorp's MSC and an ALLTEL tandem. Type 2A facilities provide the capability to access all ALLTEL end offices and Third Party Providers subtending the ALLTEL tandem.

1.1.3 Type 2B

Type 2B facilities are those that provide a trunk side connection from Telecorp's MSC to an ALLTEL end office. Type 2B facilities provide the capability to access only subscribers served by that end office.

1.1.4 Equal Access Facilities

Equal Access Facilities are those that provide a trunk side connection between Telecorp's MSC and an ALLTEL Access Tandem. Equal Access Trunks provide the capability to access Interexchange Carriers ("IXCs").

1.2 Telecorp may develop additional Interconnection Points other than the actual location of its MSC through the use of either ALLTEL's Special Access facilities, its own facilities or the facilities of a third party.

1.3 Telecorp shall provide ALLTEL with an annual forecast of intended mobile to land usage for each Interconnection Point. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

1.4 Facility Location

1.4.1 Technical Feasibility

1.4.1.1 To the extent required by Section 251 of the Act, Telecorp may interconnect with ALLTEL's network at any technically feasible point.

1.4.2 **Incumbent Local Exchange Carrier Requirement**

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by ALLTEL in those areas where ALLTEL is not the Incumbent Local Exchange Carrier, as defined by the Act.

1.5 **Additional Interconnection Methods Available to Telecorp**

1.5.1 Telecorp may provide its own facilities and transport for the delivery of Telecommunications Traffic from its MSC to the Interconnection Point on ALLTEL's network. Alternatively, Telecorp may purchase an entrance facility and transport from a third party or from ALLTEL for the delivery of such traffic. Rates for entrance facilities and transport purchased from ALLTEL are specified in the applicable interstate or intrastate Access Tariff.

1.5.2 Telecorp may request other forms of interconnection (e.g., SONET-based interconnection, mid span meet point) pursuant to the Special Request process detailed in subsection 3.2 of this Attachment.

1.5.3 The Parties may share ALLTEL's interconnection facilities at the rates specified in *Attachment 4: Pricing*. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in *Attachment 4: Pricing*.

1.6 **Interconnection Methods Available to ALLTEL**

1.6.1 ALLTEL may provide its own facilities and transport for the delivery of Telecommunications Traffic from its Interconnection Point to the Interconnection Point on Telecorp's network. Alternatively, ALLTEL may purchase an entrance facility and transport from a third party or from Telecorp for the delivery of such traffic.

1.6.2 ALLTEL may request other forms of interconnection (e.g., SONET-based interconnection, mid span meet point) pursuant to the Special Request process detailed in subsection 3.2 of this Attachment.

1.6.3 The Parties may share Telecorp's interconnection facilities at the rates specified in *Attachment 4: Pricing*. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in *Attachment 4: Pricing*.

1.7 **Network Technical Requirements, Standards and Notices**

1.7.1 Each Party will provide the services in this Agreement to the other Party at a standard equal in quality to that provided to itself or to any subsidiary, affiliate or any other party to which such Party provides interconnection. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are either superior or lesser in quality than the providing Party provides to itself; provided, however, that such services shall be considered Special Requests.

1.7.2 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise, so long as such upgrades or modifications are not inconsistent with the Parties' obligations under the terms of this Agreement.

1.7.3 The Parties agree to comply with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations, as may be amended from time to time, regarding notifications, network changes, upgrades and/or modifications.

- 1.7.4 Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria or operating or maintenance characteristics of facilities. Each Party agrees to waive nonrecurring charges associated with either Party's initiated rehomings of facilities; provided, however, that each Party shall be responsible for any other costs associated with the reconfiguration of its network.

2.0 Transmission and Routing

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Telecommunications Traffic and Transit Traffic. The standard configuration for CMRS interconnection trunking arrangements will be on a two-way basis at either the Tandem or the End Office.

2.1 Basic Terms

2.1.1 Mobile to Land Traffic

2.1.1.1 Telecorp shall be responsible for the delivery of Telecommunications Traffic from its network to ALLTEL's network at the appropriate Interconnection Point for the transport and termination of such traffic by ALLTEL to an ALLTEL end user or for delivery by ALLTEL to a Third Party Provider.

2.1.1.2 Unless Telecorp elects to provision its own facilities under subsection 1.5 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect Telecorp's Interconnection Point with ALLTEL's Interconnection Point. ALLTEL shall provision mobile-to-land connecting facilities for Telecorp under the prices, terms and conditions specified in Aliant Communications Tariff FCC No. 1, ATS Tariff FCC No. 1 or NECA Tariff No. 5, as appropriate.

2.1.2 Land to Mobile Traffic

2.1.2.1 ALLTEL shall be responsible for the delivery of Telecommunications Traffic from its network to Telecorp's network at the appropriate Interconnection Point for the transport and termination of such traffic by Telecorp to the handset of a Telecorp end user.

2.1.2.2 Unless ALLTEL elects to have Telecorp or a third party provision facilities under subsection 1.6 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect ALLTEL's Interconnection Point with Telecorp's Interconnection Point. ALLTEL shall be responsible for the physical plant facility from its network to the appropriate Interconnection Point.

2.1.3 Traffic To Third Party Providers

A Party may utilize the network of the other Party for Transit Traffic to a third party if both the originating Party and the third party have established trunk connections with the transiting party's switch. The Parties shall compensate each other for Transit Traffic that transits their respective systems to any Third Party Provider, as specified in *Attachment 4: Pricing*. Each Party agrees to enter into its own agreements with Third Party Providers. ALLTEL agrees that it will not block traffic involving Third Party Providers with whom Telecorp has not reached agreement. In the event that Telecorp does send Transit Traffic through ALLTEL's network to a Third Party Provider with whom

Telecorp does not have a traffic interchange agreement, then Telecorp agrees to indemnify ALLTEL for any termination charges rendered by a Third Party Provider for such traffic.

2.1.4 **Signaling**

ALLTEL will provide, at Telecorp's request and where technically available, Signaling System 7 ("SS7") to accommodate out-of-band signaling in conjunction with the exchange of Telecommunications Traffic between the Parties' respective networks. When ALLTEL provides SS7 Signaling services directly to Telecorp, ALLTEL shall provide such service at the then-prevailing rates. These rates are for the use of ALLTEL STPs in the completion of mobile-to-land Telecommunications Traffic. Charges for STP bridge links and port terminations used when connection is required between Telecorp and ALLTEL's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in *Attachment 4: Pricing*. Telecorp may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with ALLTEL using a Third Party Provider's SS7 network, provided that the third party has established SS7 interconnection with ALLTEL.

2.1.5 **Indirect Network Interconnection**

When the Parties interconnect their networks indirectly via a third LEC's tandem, the Parties agree that, until the Parties are technically able to record and distinguish such traffic and such traffic exceeds 25,000 minutes of use ("MOU") per month, each Party will bill its own end users and retain the invoiced amounts, rather than submitting an invoice to the other Party. However, when the Parties are technically able to record and distinguish traffic, then compensation shall be in accordance with the terms of this Agreement, unless an inter-LEC settlement method exists which includes this type of traffic. Such a settlement method may make compensation between the Parties unnecessary. The originating Party agrees to pay any transit charges that may be assessed by an intermediary LEC. The compensation arrangement for indirect interconnection shall be subject to renegotiations on the request of either Party if an intermediary LEC whose facilities or services are used in the performance of transport and termination in connection with this traffic changes the applicable rates, terms or conditions of those intermediary services. Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

3.0 Ordering

- 3.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of interconnection herein. Each Party shall be responsible for ordering from the other Party any interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and in agreement with published intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. Within forty-five (45) calendar days of its receipt of said information, the Party shall notify the ordering Party if the request is technically feasible ("Notification"). If the request is technically feasible, the Party shall activate the order as mutually agreed to by the Parties after Notification (the "Activation Date"). The penalty for the providing Party's non-compliant delivery of connecting facility by the specified due date shall be a refund of nonrecurring charges of the connecting facility to the other Party.
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3.2 **Special Requests**

All requests for: (i) services covered by this Agreement for which facilities do not exist; (ii) facilities, equipment or technologies not in the providing Party's sole discretion considered necessary to fulfill a request under this Agreement; or (iii) services not specifically enumerated in this Agreement shall be handled as a "Special Request." Special Requests pursuant to this subsection 3.2 may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.2.1 If either Party requires interconnection at additional locations, then it shall submit a Special Request in writing to the other Party specifying: (i) the point of interconnection; (ii) an estimated activation date; and (iii) a forecast of intended use. Within twenty (20) business days of its receipt of the ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within sixty (60) calendar days of its receipt of said information (or sixty (60) calendar days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically feasible, the providing Party shall activate the interconnection within fifteen (15) business days of the Notification (the "Activation Date"), as specified by the ordering Party.

3.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to *Attachment 3: Billing, Compensation and Charges*, subsection 3.3 therein. The providing Party shall have seventy (75) business days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

3.2.3 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

4.0 **Network Maintenance and Management**

4.1 The Parties will work cooperatively to install and maintain a reliable network in order to implement this Agreement. The Parties will exchange appropriate information (*e.g.*, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability.

4.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

4.2.1 **24 Hour Network Management Contact:**

For ALLTEL:

State-specific contacts are provided at <http://www.alltel.com>.

To Telecorp:

1-800-909-8748

- 4.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
 - 4.4 Either Parties' use of any of the other Party's facilities, or of its own equipment or that of a third party in conjunction with any of the other Party's facilities, shall not materially 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, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public.
 - 4.5 After written notice and thirty (30) calendar days' opportunity to cure, the Party whose facilities are being used may discontinue or refuse to provide service to the other Party if the Party using the facilities breaches subsections 4.3 or 4.4 above and fails to cure such breach with the thirty (30) day cure period; provided, however, such termination of service will, where appropriate, be limited to the facility being used that is the subject of the breach.
 - 4.6 Trouble clearing procedures of both Parties shall include mechanisms for escalation of restoration efforts appropriate to the critical impact on the other Party's network. Both Parties agree that each will use its best, commercially reasonable efforts to clear troubles on its network that materially affects the other Party's end users.
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ATTACHMENT 3: BILLING, COMPENSATION AND CHARGES

This Attachment describes the terms and conditions under which billing, compensation and charges will be applied to the Parties under this Agreement.

1.0 Billing

- 1.1 Each Party shall deliver monthly settlement statements for terminating the other Party's Telecommunications Traffic based on a mutually agreed schedule. Subject to Section 8.0: Payment of Rates and Late Payment Charges and Section 9.0: Dispute Resolution of this Agreement, bills rendered by either Party shall be paid within thirty (30) calendar days of the invoice date. In the event the Parties use indirect interconnection arrangements to terminate Telecommunications Traffic between their networks, the Party whose customer originated the call will be responsible for providing usage to the Party terminating the call for purposes of billing Reciprocal Compensation pursuant to subsection 2.0 below.
- 1.2 For the purposes of establishing service and providing efficient and consolidated billing to Telecorp, Telecorp is required to provide ALLTEL its authorized and nationally recognized Operating Company Number.

2.0 Compensation

2.1 Reciprocal Compensation

2.1.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Telecommunications Traffic at the rates specified in *Attachment 4: Pricing*. ALLTEL shall compensate Telecorp for the transport and termination of Telecommunications Traffic originating on ALLTEL's network; Telecorp shall compensate ALLTEL for the transport and termination of Telecommunications Traffic originating on Telecorp's network. Compensation shall vary based on the method of interconnection used by the Parties.

2.1.2 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Telecommunications Traffic, as defined in *Attachment : Definitions*, and shall not apply to any other traffic or services, including, without limitation:

2.1.2.1 InterMTA traffic;

2.1.2.2 Traffic which neither originates nor terminates on either Party's network; or

2.1.2.3 Paging Traffic.

2.1.3 Measuring Calls as Telecommunications Traffic

In order to determine whether traffic is Telecommunications Traffic subject to Reciprocal Compensation, the Parties agree as follows: for ALLTEL, the origination or termination point of a call shall be the end office that serves, respectively, the calling or called party. For Telecorp, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call.

2.1.4 **Conversation Time**

For purposes of billing compensation for the interchange of Telecommunications Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

3.0 Charges

3.1 **Late Charges**

Late Charges will be apply as specified in Section 8.0: Payment of Rates and Late Payment Charges of this Agreement.

3.2 **Access Charges**

3.2.1 **When Applicable**

Charges for the transport and termination of InterMTA traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, or other applicable rates as appropriate. The Parties will develop an initial factor representative of the share of traffic exempt from Reciprocal Compensation.

3.2.2 **Direct Interconnection InterMTA Factor**

The Parties have agreed upon the InterMTA factor specified in *Attachment 4: Pricing*, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in *Attachment 4: Pricing* shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

3.3 **Miscellaneous Charges**

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in *Attachment 4: Pricing*. Charges listed are in addition to, and not exclusive of, any other charges that may be applicable under this Agreement.

3.3.1 **Transiting Charge**

Each Party shall compensate the other Party for Telecommunications Traffic which transits the other Party's network destined to a Third Party Provider at rates specified in *Attachment 4: Pricing*.

3.3.2 **Facilities Charges**

Each Party shall compensate the other Party (on a proportionate usage basis, as set forth in *Attachment 4: Pricing*) for the use of the providing Party's facilities between the Parties' Interconnection Points, in either direction, as the case may be. Type 1, Type 2A and Type 2B facilities may be either one-way or two-way when both Parties agree to share the facility. For both one-way or two-way facilities, the terms, conditions, recurring and nonrecurring charges will apply as specified in *Attachment 3: Billing, Compensation and Charges*, and at the rates specified in *Attachment 4: Pricing*. When both Parties agree to utilize two-way facilities, the Parties on a proportional (percentage) basis as specified in *Attachment 4: Pricing* will share such charges. The Parties shall

review actual billed minutes accrued on shared two-way facilities and modify, as needed, at a point six (6) months from the Effective Date of this Agreement and every twelve (12) months thereafter, the percentages specified in *Attachment 4: Pricing*.

3.3.3 **Maintenance of Service Charge**

When either Party reports trouble to the other Party for clearance and no trouble is found in the network of the Party to whom the trouble was reported, the reporting Party shall be responsible for payment of a Maintenance of Service Charge for the period of time when the reported Party's personnel were dispatched. In the event of an intermittent service problem that is eventually found to be in the reported Party's network, the other Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If either Party reports trouble to the other Party for clearance and the reported Party's personnel are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that the reported Party's personnel are dispatched, provided that the Parties have arranged a specific time for the service visit.

3.3.4 **Additional Engineering Charges**

Additional engineering charges will be billed to Telecorp when ALLTEL incurs engineering time to customize Telecorp's service at Telecorp's request.

3.3.5 **Additional Labor Charges**

Additional labor will be charged when ALLTEL installs facilities outside of normally scheduled working hours at the customer's request. Additional labor also includes all time in excess of one-half (1/2) hour during which ALLTEL personnel stand by to make installation acceptance test or cooperative test with Telecorp to verify facility repair on a given service.

3.3.6 **Access Service Order Charge**

An Access Service Order charge applies whenever Telecorp request installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

3.3.7 **Design Change Charge**

A Design Change Charge applies when ALLTEL personnel review Telecorp's interconnection service to determine what changes in the design of the service are required as a result of request(s) by Telecorp. ALLTEL will notify Telecorp when the Design Change Charge would apply.

3.3.8 **Service Date Change Charge**

The Service Date Change Charge applies when Telecorp requests a change in the previously scheduled date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than forty-five (45) calendar days beyond the original service date, unless the requested changes are associated with an order which has been designated as a "special project." If a change or rearrangement of interconnection is necessary beyond forty-five (45) calendar days, then the order must be canceled and reordered.

3.3.9 **Access Customer Name and Address ("ACNA"), Billing Account Number ("BAN") and Circuit Identification Change Charges**

These charges apply whenever Telecorp requests changes in its ACNA, its BAN number or its Circuit IDs, respectively.

4.0 Transmission and Routing of Exchange Access Service

This Section provides the terms and conditions for the exchange of switched access traffic between Telecorp and IXCs via meet point arrangements with ALLTEL.

4.1 General

- 4.1.1 Telecorp may order Equal Access Trunks in order to provide switched access service to IXCs through meet point arrangements with ALLTEL's network. Equal Access Trunks shall be used solely for the exchange of switched access services with IXCs, and shall not be used by Telecorp for any other purpose.
 - 4.1.2 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") ATIS/OBF-MECAB-006, Issue #6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service. The Parties agree to provide this data to each other at no charge, in accordance with OBF Issue #1852. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address and carrier identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in an Telecorp/ALLTEL MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC.
 - 4.1.3 Telecorp shall designate the ALLTEL Access Tandem or any other reasonable facilities or Interconnection Points for the purpose of originating or terminating IXC traffic. For the Access Tandem designated, the Parties shall mutually agree upon a billing percentage. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.
 - 4.1.4 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4.
 - 4.1.5 Each Party shall implement the Multiple Bill/Multiple Tariff according to Section 4.3.2 of current MECAB guidelines option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.
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Attachment 4: Pricing

	Kentucky ALLTEL , Inc.
<u>Mobile-to-Land Interconnection Rate</u>	
Type 1 (per MOU)	\$.0063
Type 2A (per MOU)	\$.0063
Type 2B (per MOU)	\$.0063
Transiting (per MOU)	\$.0014
<u>Land-to-Mobile Interconnection Rate</u>	
Type 1 (per MOU)	\$.0063
Type 2A (per MOU)	\$.0063
Type 2B (per MOU)	\$.0063
Transiting (per MOU)	\$.0014
<u>Shared Facilities</u>	
Telecorp	60%
ALLTEL	40%
<u>PLU</u>	97%
<u>Transiting Factor</u>	3%

SEE ATS TARIFF FCC NO.1 OR NECA TARIFF FCC NO. 5 FOR APPLICABLE RATES FOR RECURRING AND NON-RECURRING CHARGES.

ATTACHMENT 5: RESERVED FOR FUTURE USE

ATTACHMENT 6: RESERVED FOR FUTURE USE

ATTACHMENT 7: RESERVED FOR FUTURE USE

ATTACHMENT 8: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

"**Act**" means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, or as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"**Cell Site**" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a point of interconnection to the landline network.

"**Commercial Mobile Radio Service**" or "**CMRS**" has the meaning given to the term in the Part 20, FCC Rules.

"**Commission**" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers, as defined in the Act.

"**Connecting Facilities**" means dedicated facilities provided either under this Agreement or separate contract used to connect Telecorp's network and ALLTEL's network for the purposes of interchanging traffic.

"**Conversation Time**" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"**Customer**" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"**End Office**" means a local ALLTEL switching point where ALLTEL end user customer station loops are terminated for purposes of interconnection to each other and to the network.

"**End User**" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"**Exchange Access**" has the meaning given the term in the Act.

"**FCC**" means the Federal Communications Commission.

"**Incumbent Local Exchange Carrier**" or "**ILEC**" has the meaning given the term in the Act.

"**Interconnection**" has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.

"**Interconnection Point**" or "**IP**" means the physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

"**Interexchange Carrier**" or "**IXC**" means a carrier other than a Telecorp or a LEC that provides, directly or indirectly, interLATA and/or intraLATA for-hire telecommunications service.

"**InterLATA**" has the meaning given the term in the Act.

"**InterMTA Traffic**" means all calls that originate in one MTA and terminate in another MTA.

"**Local Access and Transport Area**" or "**LATA**" has the meaning given to the term in the Act.

"**Local Exchange Carrier**" or "**LEC**" has the meaning given to the term in the Act.

"**Local Service Provider**" means a carrier licensed by the Commission with the appropriate certification (*e.g.*, a Certificate of Authorization or Service Provider Certificate of Authorization).

"**Mobile Switching Center**" or "**MSC**" means Telecorp's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to, from and among its end users and other telecommunications companies.

"**Major Trading Area**" or "**MTA**" has the meaning given to the term in 47 CFR §24.202(a).

"**NXX**" or "**NXX Code**" is the 3-digit switch indicator that is defined by the D, E and F digits of a 10-digit telephone number within the North America Numbering Plan. Each NXX Code contains 10,000 telephone numbers.

"**Party**" means either ALLTEL or Telecorp, as applicable.

"**Parties**" means ALLTEL and Telecorp.

"**Reciprocal Compensation**" means the arrangement for recovering, in accordance with §251(b)(5) of the Act, the FCC Internet Order and other applicable FCC orders and regulations, costs incurred for the transport and termination of Telecommunications Traffic originated on one Party's network and terminating on the other Party's network.

"**Service Area**" means the geographic area, *e.g.*, Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area and Rural Service Area, served by the cellular system within which Telecorp is licensed to provide service.

"**Signaling System 7**" or "**SS7**" means a signaling protocol used by the CCS network.

"**Signaling Transfer Point**" or "**STP**" means the point where a Party interconnects, either directly or through facilities provided by ALLTEL, or a through a Third Party Provider, with the CCS/SS7 network.

"**Synchronous Optical Network**" or "**SONET**" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"**Tandem**" means the following:

"**Access Tandem**" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers.

"**Local Tandem**" means a switching system that provides a concentration and distribution function for originating and terminating traffic between the MSC and the end office network associated with such Local Tandem.

"**Telecommunications Traffic**," for purposes of the application of Reciprocal Compensation, means telecommunications traffic exchanged between a LEC and a Telecorp that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. §24.202(a).

"**Telephone Exchange Service**" means wireline exchange connections amongst LEC end users.

"**Telecommunications**" has the meaning given in the Act.

"**Telecommunications Carrier**" has the meaning given in the Act.

"**Termination**" means the switching of Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"**Third Party Provider**" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, competitive local exchange carriers or CMRS Provider. The term shall not mean resellers of a LEC's local exchange services or resellers of a Telecorp's services.

"**Transit Traffic**" means intermediate transport and switching of Telecommunications Traffic between two parties, one of which is not a signatory party to this Agreement, carried by a party that neither originates nor terminates that traffic on its network while acting as an intermediary.

"**Transport**" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by Third Party Provider.

"**Trunk Group**" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

"**Trunk Side**" means a Party's connection that is capable of and has been programmed to treat the circuit as connecting to another switching entity, for example another ALLTEL to Telecorp switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

ATTACHMENT 9: ACRONYMS

AAA	American Arbitration Association
CMRS	Commercial Mobile Radio Service
FCC	Federal Communications Commission
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
MOU	Minute of Use
MSC	Mobile Switching Service
MTA	Major Trading Area
OCN	Operating Company Number
SONET	Synchronous Optical Network
SS7	Signaling System 7
STP	Signaling Transfer Point