

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INTERCONNECTION AGREEMENT  
NEGOTIATED BY SPRINT SPECTRUM  
L.P. D/B/A SPRINT PCS AND ALLTEL  
KENTUCKY, INC. PURSUANT TO  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

CASE NO. 97-333

**RECEIVED**

OCT 17 1997

O R D E R

GENERAL COUNSEL

On July 18, 1997, Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and ALLTEL Kentucky, Inc. ("ALLTEL") submitted to the Commission their negotiated agreement for interconnection and transport and termination of traffic. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

Sprint PCS must comply with all relevant Commission mandates for serving in this Commonwealth including the submission of documents verifying the establishment of an

escrow account or the posting of a bond to cover six percent of Sprint PCS's gross receipts from the provision of intrastate service for Universal Service Fund obligations.<sup>1</sup>

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

1. The negotiated agreement between Sprint PCS and ALLTEL is approved.
2. Within 20 days of the date of this Order, Sprint PCS shall file documents demonstrating that an escrow account or bond has been established to pay its Universal Service Fund obligations.

Done at Frankfort, Kentucky, this 15th day of October, 1997 .

By the Commission

ATTEST:



Executive Director

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<sup>1</sup> See Administrative Case No. 355, An Inquiry Into Local Competition, Universal Service, and the Non-Traffic Sensitive Access Rate, Order dated September 26, 1996 at 51 and 54.



Charles W. McKee  
Attorney

**Sprint PCS**

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Internet:  
cmckee@cs.sprintpectrum.com

July 10, 1997

*Via Federal Express*

Mr. Don Mills  
Executive Director  
Public Service Commission  
730 Schenke Lane  
Post Office Box 615  
Frankfort, Kentucky 40602

**RECEIVED**

JUL 29 1997

GENERAL COUNSEL

**RECEIVED**  
JUL 18 1997  
PUBLIC SERVICE  
COMMISSION

**Re: Alltel and Sprint PCS - Landline/CMRS Transport & Termination Agreement**

Dear Mr. Mills:

*Case No. 97-333*

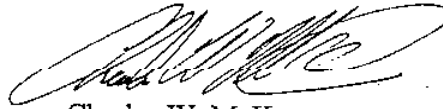
Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are eleven copies of a Landline/CMRS Transport & Termination Agreement between ALLTEL Kentucky, Inc. and Sprint Spectrum L.P., d/b/a Sprint PCS, executed on May 16, 1997. Please provide me with a filed-stamped copy in the enclosed self-addressed stamped envelope.

This Agreement and the attachments incorporated therein are the result of negotiation and compromise between the parties. There are no outstanding issues between the parties that require mediation or arbitration at this time. It is being provided to the Commission for its review and approval in accordance with the order dated September 26, 1996 in Administrative Case No. 358.

Sprint PCS files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. Sprint PCS represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. Sprint PCS specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this Agreement, in keeping with the support for competition previously demonstrated by the Commission.

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles W. McKee', written in a cursive style.

Charles W. McKee

enclosures

cc: ALLTEL

## Landline/CMRS Transport & Termination Agreement

This Landline/CMRS Transport and Termination Agreement (the "Agreement"), is made effective as of 5-16, 1997, by and between ALLTEL Kentucky, Inc. (hereafter, "ALLTEL") with offices in Shepherdsville, Kentucky, and Sprint Spectrum L.P., d/b/a Sprint PCS, a Delaware limited partnership as agent and general partner for Wireless Co. L.P., a Delaware limited partnership (hereafter, "Sprint PCS"), in its capacity as a certified provider of two-way wireless mobile telecommunications service, with its address for this Agreement at 4900 Main, 12th Floor, Kansas City Missouri, 64112 (ALLTEL and Sprint PCS being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Kentucky (the "State").

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on certain telecommunications providers with respect to the interconnection of their networks;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALLTEL and Sprint PCS hereby covenant and agree as follows;

### ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Kentucky Public Service Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. If the State Commission or FCC takes action to reject any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion, provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

### ARTICLE II DEFINITIONS

#### 2. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 2.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common

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ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in or have voting control of a majority of the ownership interests in such corporation or other legal entity.

- 2.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 2.3 "Belcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 2.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 2.5 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 2.6 "Customer" means Sprint PCS and "Provider" means ALLTEL with respect to those services performed by ALLTEL pursuant to Article IV. Sprint PCS shall be referred to as "Provider" and ALLTEL shall be referred to as "Customer" with respect to those services performed by Sprint PCS pursuant to Article IV.
- 2.7 "DS1" is a digital signal rate of 1.544 Mbps.
- 2.8 "DS3" is a digital signal rate of 44.736 Mbps.
- 2.9 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 2.10 "FCC" means Federal Communications Commission.
- 2.11 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Local Telecommunications Traffic.
- 2.12 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State Commission to provide long distance communications services.
- 2.13 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.14 "Local Exchange Carrier" or "LEC" means any company certified by the State Commission to provide local exchange telecommunications service.

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- 2.15 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 2.16 "Local Calling Area", means an area served by NXXs which may be dialed and connected from the LEC's local office without a time and distance charge.
- 2.17 "Local telecommunications traffic" for the purposes of determining compensation under this Agreement means telecommunications traffic originated and terminated between a LEC's end user customer and a CMRS provider's end user customer that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in § 47 CFR 24.202(a). The origination point and the termination point on ALLTEL's network shall be the end office serving the calling or called party. The origination point and the termination point on Sprint PCS's network shall be the originating or terminating cell site which services the calling or called party.
- 2.18 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.19 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services- Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document published by Bellcore as Special Report SR-STS-002643 establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 2.20 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 2.21 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Area Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.22 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 2.23 "Percent Local Usage" or "PLU" describes the portion of Local Telecommunications Traffic exchanged between the Parties that both originated and terminated with the same Major Trading Area "MTA". This factor will be applied to Intrastate/intraLATA minutes after all other jurisdictional factors have been applied.

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- 2.24 "POI" means Point of Interconnection.
- 2.25 "Provider" means ALLTEL and "Customer" means Sprint PCS with respect to those services performed by ALLTEL pursuant to Article IV. Sprint PCS shall be referred to as "Provider" and ALLTEL shall be referred to as "Customer" with respect to those services performed by Sprint PCS pursuant to Article IV.
- 2.26 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Party for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 2.27 "Routing Point" denotes a location that a Party has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 2.28 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 2.29 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.30 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 2.31 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 2.32 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs, and other STPs in order to set up calls and to query databases for advanced services.
- 2.33 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 2.34 "Switched Access Service" means the offering of facilities for the purpose of origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 2.35 "Wire Center" means a building or space within a building that serves as an aggregation point on a LEC network, where transmission facilities and circuits are connected or switched.



ARTICLE III  
GENERAL PROVISIONS

- 3.1 Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions shall apply to all Articles and Appendices of this Agreement.
- 3.2 Term and Termination.
- 3.2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be six (6) months from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least sixty (60) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
- 3.2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; or (b) terms and conditions made generally available by ALLTEL to all CMRS providers in the state.
- 3.2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 3.2.4 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
- 3.3 Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
- 3.4 Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

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- 3.5 Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.6 Billing and Payment.
- 3.6.1 Billing. Charges provided for on the Service Attachments shall be billed monthly. Parties agree to pay all charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill.
- 3.6.2 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within thirty (30) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.
- 3.6.3 Late Payment Charges. If any undisputed amount due on the billing statement is not received by Provider on the payment date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 3.6.4 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, and other customary charges, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
- 3.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.
- 3.8 Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- 3.9 Confidential Information.
- 3.9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- 3.9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
  - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

## Landline/CMRS Transport & Termination Agreement

- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
  - (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written consent of the source;
  - (e) To return promptly any copies of such Confidential Information to the source at its request; and
  - (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- 3.9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protection arrangements.
- 3.9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.
- 3.10 Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- 3.11 Dispute Resolution.
- 3.11.1 Alternative to Litigation. Except for recourse that may be available to either Party before the FCC or state Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 3.11.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

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- 3.11.3 Arbitration. If negotiations fail to produce an agreeable resolution within ninety (90) days, the Parties may submit to binding arbitration or they are free to pursue other legal recourse.
- 3.11.4 The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure or the pendency of good faith renegotiation of the Agreement, and the Parties shall continue to perform their obligations (including making payments) in accordance with this Agreement but in no case for a period of time in excess of 135 days after termination of this Agreement.
- 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 3.13 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 3.14 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes, acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
- 3.15 Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, the order of the FCC construing and implementing the Act (including, but not limited to, First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
- 3.16 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 3.17 Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

- 3.18 Liability and Indemnity.
- 3.18.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form or action.
- 3.18.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third party provider or operator of facilities involved in the provision of Services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.
- 3.18.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 3.18.4 Limitation of Liability. Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services or Facilities for the time period during which the Services or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. For example, the liability would be calculated by taking the monthly rate divided by 30 days to arrive at a daily rate. The daily rate would be divided by 24 for an hourly rate. Multiplying the hourly rate by the number of hours that the Services or Facilities were inoperative would yield the credit amount to the Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 3.18.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third

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party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

- 3.19 Most Favored Nation. If, at any time while this Agreement is in effect, Company enters into an agreement, whether through negotiations or an arbitration proceeding before the appropriate state commission, or provides arrangements similar to those described herein to a third party under an agreement or tariff on terms different from those available under this Agreement, the Carrier may, upon written notice adopt any such agreement or tariff offered to the third party in place of this Agreement.
- 3.20 Multiple Counterparts. This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- 3.21 No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.
- 3.22 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:
- |                   |  |
|-------------------|--|
| If to ALLTEL:     | ALLTEL<br>Attention: Interconnection Services<br>One Allied Drive<br>Little Rock, Arkansas 72203<br>Facsimile Number: (501)661-7027              |
| If to Sprint PCS: | Sprint PCS<br>Attention: Legal Regulatory Department<br>4900 Main (12th Floor)<br>Kansas City, Missouri 64112<br>Facsimile Number: (816)559-2591 |
- 3.23 Ordering. Industry Standard Access Service Request (ASR) and/or Local Service Request (LSR) forms will be used to order service(s) from ALLTEL. When required, additional information can be provided in the remarks field of the form(s), or in a separate letter of explanation.
- 3.24 Protection.
- 3.24.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other

## Landline/CMRS Transport & Termination Agreement

Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

- 3.24.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
- 3.25 Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both ALLTEL and Sprint PCS.
- 3.26 Regulatory Agency Control. This Agreement shall at all times be subject to changes, rules and regulations of the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval. Such date (i.e., five Business Days after the Parties receive written notice of approval) shall become the "effective date" of this Agreement for all purposes.
- 3.27 Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
- 3.28 Selection of References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
- 3.29 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
- 3.30 Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
- 3.31 Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

Landline/CMRS Transport & Termination Agreement

- 3.32 Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
- 3.33 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.



ARTICLE IV  
TRANSPORT AND TERMINATION OF TRAFFIC

- 4.1 Services Covered by This Article.
- 4.1.1 Types of Services. This Article governs the provision of inter-network facilities (i.e., physical interconnection services and facilities) and the transport and termination of Local Telecommunications Traffic between ALLTEL and Sprint PCS. The services and facilities described in this Article shall be referred to in this Article IV as the "Services".
- 4.1.2 Service Locations for Transport and Termination Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
- 4.1.3 Additional Service Locations. If, during the term of this Agreement, ALLTEL desires to provide to Sprint PCS and Sprint PCS desires to purchase from ALLTEL, or Sprint PCS desires to provide to ALLTEL and ALLTEL desires to purchase from Sprint PCS existing Services in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix B, attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new location shall be deemed part of the Service Locations.
- 4.2 Billing and Rates.
- 4.2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. The Parties rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.
- 4.2.2 Billing. ALLTEL shall render to Sprint PCS a bill for transport and termination services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Telecommunications Traffic, shall be billed in arrears.
- 4.3 Transport and Termination of Traffic.
- 4.3.1 Types of Traffic. The Parties shall reciprocally terminate Local Telecommunications Traffic originating on each other's networks. ALLTEL, will unless notified to the contrary, pass transit traffic to/from Sprint PCS and third party LEC end offices subtending ALLTEL's tandem without a transit fee. Nothing in this provision shall prohibit either Party from establishing other financial arrangements for this transit traffic with the other LEC(s) from/to whose network such traffic ultimately originates or terminates. This agreement does not include traffic of Sprint PCS end user customers to which Sprint PCS may provide service on a landline basis.
- 4.3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least thirty

## Landline/CMRS Transport & Termination Agreement

(30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began.

- 4.3.3 Compensation For Exchange of Traffic. The Parties shall compensate each other for the exchange of Local Telecommunications Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. The volume of Local Telecommunications Traffic that is subject to reciprocal compensation will be determined by multiplying the PLU factor, as explained herein, by the total intraLATA traffic exchanged between the parties. Traffic which is not subject to reciprocal compensation under this Agreement shall continue to be charged at the access rates set forth in the applicable tariff or contract. This includes, by way of description and not by way of limitation, interMTA traffic and interstate access "roaming traffic".

- 4.3.4 Tandem Switching Services. ALLTEL will provide tandem switching at ALLTEL access tandems for traffic between Sprint PCS and end offices subtending the ALLTEL access tandem.

- 4.4 Direct Network Interconnection.

- 4.4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Agreement by ALLTEL to allow physical or virtual collocation, if any, will only be by separately negotiated written agreement. The POIs shall be set forth in Appendix A attached to this Agreement and incorporated herein by this reference.

Subject to mutual agreement, the Parties may use the following types of network facility interconnection:

- (a) For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

- (b) A special access arrangement terminating at an ALLTEL wire center subject to the rates, terms, and conditions contained in Appendix C.

- 4.4.2 Compensation. The Parties agree to the following compensation for inter-network facilities, depending on facility type.

- (a) Special Access: In accordance with Appendix C, the Parties shall bill each other a proportionate share of the appropriate charges for facilities used to transport Local Telecommunications Traffic between their respective networks.
- (b) The rates indicated in Appendix C are subject to review and change every six (6) months.

- 4.4.3 Trunking Requirements.

- (a) ALLTEL shall make available to Sprint PCS trunks over which Sprint PCS shall terminate to end users of ALLTEL for Local Telecommunications Traffic originated from end users of Sprint PCS-provided CMRS Services. Likewise, Sprint PCS shall make available to ALLTEL trunks over which ALLTEL shall terminate to end users of Sprint PCS for Local Telecommunications Traffic originated from end users of ALLTEL provided landline services.

## Landline/CMRS Transport & Termination Agreement

- (b) Sprint PCS and ALLTEL shall, where technically feasible, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Sprint PCS and ALLTEL will support the provisioning of trunk groups that carry combined Local Traffic, intraLATA toll, interLATA/intraMTA calls and optional EAS traffic. ALLTEL requires separate trunk groups from Sprint PCS to terminate interMTA calls and to provide Switched Access Service to IXCs.
- (c) Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local transport and termination trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local transport and termination trunks.
- (d) Sprint PCS and ALLTEL will reciprocally provide PLU factors to each other on no more than a semi-annual basis to identify, for the purposes of reciprocal compensation, the proper jurisdiction of each call type that is carried over the required trunks.
- (e) Reciprocal traffic exchange arrangement trunk connections shall be made at a DS1 or multiple DS1 level, DS3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- (f) Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available and deployed by each Party.

4.4.4 Calling Scopes. Where interconnection is made at an ALLTEL access tandem or local tandem, Local Telecommunications Traffic for Sprint PCS customers will only be to end user customers served by end offices subtending that tandem. Where interconnection is made at an ALLTEL end office, Sprint PCS Local Telecommunications Traffic will only be to end user customers of ALLTEL served by that end office.

4.5 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, the mutual exchange of Local Telecommunications Traffic will be the compensation between the Parties for the transport and termination of this traffic. However, when the parties are technically able to record and distinguish traffic then compensation shall be in accordance with the terms of this Agreement. 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 renegotiation 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 1) traffic destined to terminate at the other Party's end office via another LEC's end office; or 2) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

## 4.6 Number Resources.

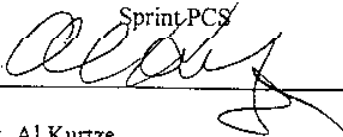
4.6.1 Number Assignment. Nothing in this Agreement shall be construed to in any manner, limit or otherwise adversely impact Sprint PCS's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Sprint PCS shall be made directly to the NANP Number Plan Administrator. ALLTEL shall not be responsible for the requesting or assignment of number resources to Sprint PCS. Sprint PCS shall not request number resources to be assigned to any ALLTEL switching entity.

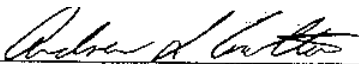
## Landline/CMRS Transport & Termination Agreement

- 4.6.2 Rate Centers. For purposes of appropriately applying ALLTEL's toll tariff to its end user customers, ALLTEL will utilize Rate Centers published in the LERG for all NPA-NXX codes.
- 4.6.3 Routing Points. Sprint PCS may designate one or more routing points for each of its NPA-NXX codes. Routing points may or may not correspond with the published LERG. Routing points may only be designated at POIs.
- 4.6.4 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.
- 4.6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 4.7 Common Channel Signaling.
  - 4.7.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
  - 4.7.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.
  - 4.7.3 Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.
  - 4.7.4 Connection Through STP. Sprint PCS must interconnect, when applicable, with the ALLTEL STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
  - 4.7.5 Third Party Signaling Providers. Sprint PCS may choose a third-party SS7 signaling provider to transport messages to and from the ALLTEL SS7 network. In that event, the third-party provider must present an acceptable letter of agency to ALLTEL, prior to the testing of the interconnection, authorizing the third party to act on behalf of Sprint PCS in transporting SS7 messages to and from ALLTEL. The third party provider must interconnect with the ALLTEL STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
  - 4.7.6 Multi-Frequency Signaling. In the case where CCS is not available, in-band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

Landline/CMRS Transport & Termination Agreement

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

By  Sprint PCS  
Name: Al Kurtze  
Title: Chief Operating Officer  
Date 5-16-97

By  ALLTEL  
Name: Andrew F. Coulter  
Title: Vice President- Business Processes  
Date 5/2/97

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APPENDIX A  
SERVICE MATRIX

Point of Interconnection (POI): **Zoneton, Kentucky End Office**

Service Description:

DS1 Facility Interconnection Louisville-Zoneton

50.DHDV.502307. .SC .

Sprint PCS NXX-Line Numbers: (502)955-3000 thru 3999

Switched Interconnection to the following Service Locations:

Zoneton (502)955, 957

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APPENDIX B DATED \_\_\_\_\_

BETWEEN

ALLTEL  
AND  
Sprint PCS

THIS Appendix B (herein so called) is made effective as of \_\_\_\_\_, 199\_, by and between ALLTEL and Sprint PCS. ALLTEL and Sprint PCS are sometimes referred to herein collectively as the "Parties" and individually as a "Party". Either ALLTEL or Sprint PCS may be referred to as "Provider" or "Customer" as the context requires.

WHEREAS, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Landline/CMRS Transport and Termination Agreement for the State of \_\_\_\_\_ by and between ALLTEL and Sprint PCS dated effective as of \_\_\_\_\_, 199\_ (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as provided in this Appendix B.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Appendix B, the Parties agree as follows:

1. Additional Services [if applicable]

- 1.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Appendix B:

Service Attachment \_\_\_\_\_

- 1.2 As of the effective date of this Appendix B, and continuing through the remaining term of the Agreement, \_\_\_\_\_ is made a part of the Services provided under the Agreement and Service Attachment \_\_\_\_\_ shall be deemed to be a Service Attachment to the Agreement.
- 1.3 As of the effective date of this Appendix B, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Appendix B is hereby inserted in lieu thereof to reflect the additional Services and related Service Locations.

2. Service Locations [if applicable]

- 2.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following Services in the following locations:

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2.2 As of the effective date of this Appendix B, the locations set forth in Section 2.1 above shall be deemed Service Locations under the Agreement.

2.3 As of the effective date of this Appendix B, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Appendix B is hereby inserted in lieu thereof to reflect additional Service Locations.

3. Interpretation

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

4. Effect

Except as modified herein, the Agreement shall remain in full force and effect.

5. Authority

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

6. Multiple Counterparts

This Appendix B may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

7. No Offer

Submission of this Appendix B for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Appendix B will be effective only upon execution by both Provider and Customer.

IN WITNESS WHEREOF, the Parties have executed this Appendix B on the date or dates written below effective as of the date first above written.

Sprint PCS

ALLTEL

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Landline/CMRS Transport & Termination Agreement

APPENDIX C  
RATES AND CHARGES  
State of Kentucky

TRANSPORT AND TERMINATION

Rate per terminated MOU \$0.015

This rate is reciprocal for traffic exchanged between ALLTEL and Sprint PCS and applies for all MOUs exchanged at any POI, regardless of whether the POI is at an access tandem or an end office.

SPECIAL ACCESS FACILITY  
RECURRING CHARGES

	<u>Voice Grade</u>	<u>DS1</u>
Channel Termination (per term)	\$ 25.00	\$143.00
Channel Mileage Termination (per term)	7.00	22.00
Channel Mileage Facility (per mile)	.90	11.70

NONRECURRING CHARGES

Access Service Order (per order)	\$ 89.00
Voice Grade Installation	201.00
High Capacity Installation	329.00