

Contract ID: _____

INTERCONNECTION AGREEMENT

BETWEEN

GTE KENTUCKY INCORPORATED

AND

MOBILE COMMUNICATIONS

FOR THE STATE OF KENTUCKY

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This Interconnection Agreement (the "Agreement"), is made by and between GTE Kentucky Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Mobile Communications, in its capacity as an authorized provider of one-way paging and/or narrowband PCS services ("Mobile Communications"), with its address for this Agreement at 926 Shive Lane, Bowling Green, KY 42103, (GTE and Mobile Communications being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Kentucky (the "State").

WHEREAS, interconnection between competing carriers is necessary and desirable for the termination of traffic originating on GTE's network; and

WHEREAS, the Parties desire to terminate 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 LECs 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, GTE and Mobile Communications 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 termination of traffic originated by GTE end user customers and terminated to Mobile Communications end user customers. This Agreement will be submitted to the Kentucky [Public Utilities] [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. For the term of this Agreement, the Parties shall not advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement between the Parties be modified, supplemented, suspended or eliminated. Notwithstanding this mutual commitment, 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

1. 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.

- 1.1 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 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.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Bellcore" 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.
- 1.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.5 "CLLI codes" means Common Language Location Identifier Codes.
- 1.6 "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.
- 1.7 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.8 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.9 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange

Message Record, a Bellcore document that defines industry standards for exchange message records.

- 1.10 "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.
- 1.11 "FCC" means the Federal Communications Commission.
- 1.12 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access.
- 1.13 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.14 "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 to provide long distance communications services.
- 1.15 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.16 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service.
- 1.17 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.18 "Local Traffic", for purposes of compensation between the Parties, means traffic that is originated by an end user customer of GTE and terminates to an end user customer of Mobile Communications within the same Major Trading Area ("MTA") and within the same LATA. The MTA constitutes the local calling area for the purpose of compensation for the transport and termination of commercial mobile radio service ("CMRS") traffic, and that the location of the end users (with the location of the mobile end user being determined by the applicable cell site at the beginning of the call) constitutes the defining point as to whether a call falls within an MTA. Accordingly, if a call originates and terminates within the MTA, it would be subject to mutual compensation pursuant to Section 252(d)(2) of the Act with no intrastate toll and no intrastate access, but if the call originates or terminates in different states and is currently subject to interstate access

charges, interstate access charges would apply. In addition, if the call originates or terminates outside the MTA, it would be subject to applicable interstate access charges.

- 1.19 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.20 "Meet-Point Billing" or "MPB" refers to an arrangement where by the Provider and the Customer each charge the other for its participation in the transport of the traffic to the terminal point.
- 1.21 "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.
- 1.22 "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, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.23 "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.
- 1.24 "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 Access 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.
- 1.25 "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.

- 1.26 “One-Way Paging and/or Narrow Band PCS Provider” is a common carrier, authorized by the FCC, that utilizes radio as the principal means of providing one-way communications.
- 1.27 “POI” means Point of Interconnection.
- 1.28 “Provider” means GTE and “Customer” means Mobile Communications with respect to those services performed by GTE pursuant to Article IV. Mobile Communications shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by Mobile Communications pursuant to Article IV.
- 1.29 “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 LEC 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.
- 1.30 “Routing Point” denotes a location that a LEC 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.
- 1.31 “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.
- 1.32 “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.
- 1.33 “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. GTE’s network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.34 “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.
- 1.35 “Signaling System 7” or “SS7” means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (“ANSI”) standards.

- 1.36 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.37 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.38 "Switched Access Service" means the offering of facilities for the purpose of the 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.

ARTICLE III
GENERAL PROVISIONS

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 apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date of this Agreement, and said Agreement shall continue in effect until terminated by either Party upon ninety (90) calendar days' notice.
 - 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; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.
 - 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 any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 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. 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.

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, a Subsidiary or 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.

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.

6. Billing and Payment.

6.1 Billing. Charges provided for on the Service Attachments and in Appendix B 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. Parties shall not bill for services provided pursuant to this Agreement more than six (6) months prior to the date of the bill unless notification of a billing problem with respect to such services has been provided. In those circumstances, backbilling shall be limited to six (6) months prior to the date Parties were notified of the billing problem. Parties shall not submit a claim regarding bills more than six (6) months after the bill date or six (6) months after the date of notification of a billing problem.

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.

6.3 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the rate set forth in GTE/Contel State Access Tariff or the GTOC/GSTC FCC No. 1 Tariff referenced in the applicable Service Attachment. Late payment charges shall be included on the next statement.

6.4 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.

7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

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.

9. Confidential Information.

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.

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;

(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 approval 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.

- 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 protective arrangements.
- 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 three (3) years from the date of the initial disclosure of the Confidential Information.
10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services from that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information.
12. Dispute Resolution.
- 12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, 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 alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 12.2 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 non-lawyer, 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 purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute 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 section. 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, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Irving, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. 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.
- 12.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
13. 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.

14. 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.

15. 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 like 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, unavailability of equipment from vendor, 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.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside, as well as the Telecommunications Act of 1996 and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Telecommunications Act of 1996 and other federal laws provide for federal jurisdiction.

17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

18. 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.

19. Liability and Indemnity.

19.1 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 of action.

19.2 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, 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. 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.

19.3 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.

19.4 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 for the time period during which the Services provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to 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 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.

19.5 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 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.

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.

21. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision or procurement of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.

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 GTE:	GTE Kentucky Incorporated Attention: Carrier Markets 600 Hidden Ridge, HQE04E57 Irving, Texas 75038 Facsimile number: 972/718-5660
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26. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

27. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

28. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

29. 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.

30. 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.

31. 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.

32. 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
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.
 - 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE and Mobile Communications and the transport and termination of Local Traffic from GTE to Mobile Communications. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
 - 1.2 Service Locations for Interconnection 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 (including the accompanying Service Attachment) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
 - 1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to Mobile Communications and Mobile Communications desires to purchase from GTE, or Mobile Communications desires to provide to GTE and GTE desires to purchase from Mobile Communications, additional Services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A and accompanying Service Attachment and provide to Mobile Communications. The Appendix A shall be signed by GTE's authorized Account Manager and Mobile Communications's authorized representative, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying Appendix A 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 locations shall be deemed part of the Service Locations.
2. Billing and Rates.
 - 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. Rates and charges are set forth in Appendix B attached to this Agreement and made a part hereof.
 - 2.2 Billing. Provider shall render to Customer a bill for interconnection 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 shall be billed in arrears. Other information related to billing is contained in Appendix B.

3. Transport and Termination of Traffic.
- 3.1 Types of Traffic. Mobile Communications shall terminate Local Traffic originating on GTE's network utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by GTE's end user customers and terminating to Mobile Communications end user customers is to be exchanged. This agreement is specifically limited to traffic of GTE end user customers for which GTE has tariff authority to carry. This agreement is specifically limited to traffic terminating to Mobile Communications end user customers to which Mobile Communications provides paging or narrowband PCS service.
- 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 (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 12 months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.
- 3.3 Compensation For Exchange Of Traffic. GTE shall compensate Mobile Communications for the termination of Local Traffic in accordance with Appendix B attached to this Agreement and made a part hereof. Charges for the transport and termination of non-local traffic shall be assessed to Mobile Communications in accordance with GTE's interstate access tariffs.
- 3.4 Tandem Switching Services. GTE will provide tandem switching at GTE access tandems for traffic between Mobile Communications and GTE end offices subtending the GTE access tandem, as well as for traffic between Mobile Communications and non-GTE end offices subtending GTE access tandems. By accepting traffic from a non-GTE end office(s) via a GTE tandem, Mobile Communications assumes responsibility for compensation to GTE for all such tandem switched traffic between Mobile Communications and the non-GTE end office(s). This responsibility may be fulfilled either by payment by Mobile Communications to GTE for all tandem switched traffic between Mobile Communications and the non-GTE end office(s) or by an agreement between Mobile Communications and the non-GTE end office LEC pursuant to which GTE is expressly made a third party beneficiary and GTE would receive compensation from either Mobile Communications or the non-GTE end office LEC, depending upon which entity originated the traffic. Mobile Communications will compensate GTE for each minute of use Mobile Communications receives that is tandem-switched. The applicable rate for this charge is identified in Appendix B.

4. Direct Network Interconnection.
- 4.1 Network Interconnection Architecture. Network Interconnection architecture. Where Mobile Communications desires to interconnect its network with GTE, interconnection will be a special access arrangement terminating at GTE access tandem or GTE end office subject to the rates, terms, and conditions contained in GTE's applicable tariffs. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.
- 4.2 Compensation. The Parties agree to the following compensation for internetwork facilities.
 - 4.2.1 Special Access: GTE will charge special access rates from the applicable GTE tariff as indicated on the appropriate Service Attachment.
- 4.3 Trunking Requirements.
 - 4.3.1 Mobile Communications shall make available to GTE trunks over which GTE shall terminate to end users of Mobile Communications-provided services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
 - 4.3.2 Mobile Communications and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. Mobile Communications and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Mobile Communications to terminate interLATA calls and to provide Switched Access Service to IXC's.
 - 4.3.3 GTE agrees to route traffic only over the proper jurisdictional trunk group. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.
 - 4.3.4 Trunk connections shall be made at a DS-1, multiple DS-1 level or DS-3 (SONET may be utilized if technically available) and shall be jointly-engineered to an objective P.01 grade of service.
 - 4.3.5 Mobile Communications and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

- 4.3.6 Signaling System 7 (SS7) Common Channel Signaling may be used to the extent it is technically feasible.
- 4.3.7 The design, installation, operation, and maintenance of all Services and facilities of Mobile Communications and GTE shall be made in accordance with recognized industry standard.
- 4.4 Interconnection Types and Calling Scopes. The Parties agree that compensation for the transport and termination of land-to-page calls will be limited to calls within the calling scope for the applicable type of interconnection described in the following subsections.
 - 4.4.1 GTE Access Tandem Interconnection. The land-to-page calling scope is from those GTE end offices which subtend the GTE access tandem to which the connection is made.
 - 4.4.2 GTE End Office Interconnection. The land-to-page calling scope is only from the end office to which the connection is made including the remotes subtending the host GTE End Office of interconnection.
- 5. Indirect Network Interconnection. Under this agreement, GTE will not deliver traffic destined to terminate to Mobile Communications via another LEC's end office. In addition, GTE will not deliver traffic destined to terminate to Mobile Communications via an access tandem other than the access tandem which the originating GTE end office subtends. GTE will deliver traffic destined to terminate to Mobile Communications via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.
- 6. Number Resources.
 - 6.1 NXX Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Mobile Communications'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 Mobile Communications shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to Mobile Communications. Mobile Communications shall not request number resources to be assigned to any GTE switching entity.
 - 6.2 Blocks of 100 Numbers Assignment. Mobile Communications, a one-way paging or narrow band PCS carrier, may elect to associate a GTE end office interconnection with telephone number groups from the same GTE end office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to Mobile Communications as available from the NXX codes of that GTE end office. GTE will charge and Mobile Communications agrees to pay to GTE the charge per block of 100 numbers as indicated

on Appendix B and the applicable Service Attachment. This interconnection arrangement will be established as a one-way trunk only used to carry traffic terminating to end user customers of Mobile Communications. SS7 signaling is not available with this GTE end office Interconnection arrangement. Mobile Communications is solely responsible for the cost of the interconnection facilities. GTE will charge and Mobile Communications agrees to pay to GTE the special access rates from the applicable GTE tariff as indicated on the appropriate Service Attachment. GTE shall compensate Mobile Communications for the termination of Local Traffic as indicated on Appendix B.

- 6.3 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.
- 6.4 Routing Point. Mobile Communications shall designate a routing point for each of its NPA-NXX codes. The routing point may or may not correspond with the published LERG. The Routing point may only be designated at a POIs.
- 6.5 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 6.6 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to 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.
- 7. Meet-Point Billing.
 - 7.1 Meet-Point Arrangements.
 - 7.1.1 Mobile Communications may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.
 - 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Mobile Communications to interconnect with the GTE access tandem(s) nearest to the Mobile Communications Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Mobile Communications shall be allowed to interconnect with the next-nearest GTE access tandem in which sufficient capacity is available.
 - 7.1.3 Interconnection for the MPB arrangement shall occur at the POI.

- 7.1.4 Common Channel Signaling may be used rather than in-band signaling in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 7.1.5 Mobile Communications and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 7.1.6 As detailed in the MECAB document, Mobile Communications and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by Mobile Communications and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record (“EMR”) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 7.1.7 Mobile Communications and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

7.2 Compensation.

- 7.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by Mobile Communications and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff (“MB/MT”) method. The MB/MT method means that each company will render their bill at their own rates to the third party.
- 7.2.2 Subsequently, Mobile Communications and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Mobile Communications and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should Mobile Communications prefer to change among these billing methods, Mobile Communications shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

8. Signaling.

- 8.1. Common Channel Signaling. When technically feasible and where available, Common Channel Signaling (CCS) via Signaling System 7 (SS7) network interconnection, will be provided, 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.

- 8.2 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.
 - 8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
 - 8.4 Connection Through STP. Mobile Communications must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
 - 8.5 Third Party Signaling Providers. Mobile Communications may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of Mobile Communications in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
 - 8.6 Multi-Frequency Signaling. In the case where CCS is not technically feasible or 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.
9. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this agreement. Existing interconnection arrangements that are not in compliance with the requirements of this agreement shall not fall under the scope of this agreement until they are brought into compliance with the requirements of this agreement. The Parties agree to use their best efforts to bring all interconnection arrangements into compliance with the terms and conditions of this agreement within six (6) months of the effective date of this agreement. At the end of the six (6) months, such interconnection arrangements not in compliance with the requirements of this agreement, will be subject to the rates, terms, and conditions of the applicable

GTE tariff for the services provided, including, but not limited to, DID service and number groups.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the effective date in Article III, Section 25.1 above.

GTE of Kentucky

Mobile Communications

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Contract ID: _____

ISSUE DATE: _____

APPENDIX A
SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (Identified by CLLI code)	Services (identified by type of interconnection)
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GTE of Kentucky

Mobile Communications

Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION**

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
END OFFICE INTERCONNECTION**
(Full NXX Codes Only)

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this End Office Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Contract ID: _____

**SERVICE ATTACHMENT
END OFFICE INTERCONNECTION
(Blocks of 100 Numbers Only)**

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this one-way End Office Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - Blocks of 100 Number Charge

2.1 One-time charge per each block of 100 numbers \$_____

State:

Contract ID: _____

APPENDIX B
RATES AND CHARGES

LOCAL TRANSPORT AND TERMINATION RATES

A. Local Switching Rate

Rate applied per trunk per month \$5.00

This rate applies per DS0 or DS0 equivalent trunk between GTE and Mobile Communications and provides compensation to Mobile Communications from GTE for Local Traffic terminated to Mobile Communications end user customers from GTE end user customers.

B. Tandem Switching Rate

Rate applied per MOU \$0.003

This rate provides compensation to GTE from Mobile Communications and applies to all local MOUs terminated to Mobile Communications and originated from another carrier through facilities of GTE.

BILLING FACTORS

A. Terminating Traffic Factor 100%

The Terminating Traffic Factor describes the level of Local Traffic originating from GTE end user customers and terminating to Mobile Communications end user customers.

B. Local Traffic Factor 100%

The Local Traffic Factor describes the portion of Local Traffic originating from GTE end user customers and terminating to Mobile Communications end user customers that both originated and terminated within the same local calling area (MTA) and within the same LATA.

BLOCK OF 100 NUMBER CHARGE

Rate applied per block of 100 numbers \$ 48.75

This is a one-time charge applied per block of 100 numbers associated with a GTE end office interconnection.