

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

POWERTEL, INC.

FOR THE STATE OF KENTUCKY

CONTRACT ID_____

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This Interconnection Agreement (the "Agreement"), is entered into by and between GTE South Incorporated ("GTE"), with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038, and Powertel, Inc., a Delaware Corporation, together with its affiliates signatory hereto (collectively, "Powertel"), in its capacity as a provider of two-way wireless service, with its address for this Agreement at 1233 O.G. Skinner Drive, West Point, Georgia 31833 (GTE and Powertel being referred to collectively as the "Parties" and individually as a "Party"). This Agreement addresses the Parties' service and interconnection arrangements in the state of Kentucky only (the "State").

WHEREAS, interconnection between local providers is necessary and desirable for the mutual exchange and termination of traffic originating on each local providers' network; 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 interconnection points; 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, the Parties wish to establish a reciprocal compensation arrangement pursuant to Section 252(d)(2) of the Act for the transport and termination on each Party's network facilities of telecommunications traffic delivered from the network facilities of the other Party; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with all applicable federal and state laws, including without limitation the Act, rules and regulations of the Federal Communications Commission and the rules and regulations of the Commission;

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 Powertel 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, and the payment of Reciprocal Compensation to each other for the Transport and Termination of one another's Local Traffic on their respective networks (those terms are defined and more fully described hereunder). This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. GTE will submit this Agreement to the Kentucky Public Service Commission (the "Commission") for approval. The Parties agree that their execution of this Agreement is without prejudice to and does not waive 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 without limitation, the jurisdiction of the Commission, matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement.

Some services and facilities to be provided to Powertel by GTE may be provided pursuant to GTE Tariffs and then current practices. Should such services and facilities be modified by Tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any such rates and terms and conditions in those Tariffs pursuant to which Powertel is receiving such services and facilities.

ARTICLE II DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix. The Parties acknowledge that other capitalized terms may appear in this Agreement which are not defined and agree that any such terms shall have the meanings ascribed to them in the Act and in the FCC's or Commission's rules and regulations, as the case may be. Any terms that are not otherwise defined as herein provided shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

Definitions, Usage and References. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural and the masculine, feminine, and neuter pronouns used interchangeably. The words "shall", "must" and "will" are used interchangeably throughout this Agreement; the use of any of these terms connotes a mandatory requirement and does not imply a different degree of right or obligation for either Party.

- 1.1 "**Act**" means the Communications Act of 1934, as amended, 47 U.S.C. §151 et. seq.
- 1.2 "**Affiliate**" means any Person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with another entity. For purposes of this definition, "own" or "control" means the ownership or the direct or indirect power to vote or control 50% or more of the voting securities or comparable interests for the election of directors or other persons of, or the right to control the business decisions, management and policy of, the controlled entity.
- 1.3 "**AMA**" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 1.4 "**Answer Supervision**" means an off-hook supervisory signal.
- 1.5 "**Applicable Law**" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any

Governmental Authority, which apply or relate to the subject matter of this Agreement.

- 1.6 **"Automatic Number Identification" or "ANI"** refers to the number transmitted through the network identifying the calling party.
- 1.7 **"Bellcore"** means an organization formerly owned jointly by the Bell regional holding companies, 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.
- 1.8 **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.9 **"Central Office Switch"** means a switch used to provide telecommunications services including (i) "End Office Switches" that are Class 5 switches from which End User Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" that are Class 4 switches that are used to connect and switch trunk circuits between and among Class 5 Switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4). "Class 4" and "Class 5" are designations of the North American telephone switching hierarchy.
- 1.10 **"Centralized Message Distribution System" (CMDS)** means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.11 **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.12 **"Commercial Mobile Radio Services" (CMRS)** has the meaning set forth in 47 C.F.R. § 20.3.
- 1.13 **"Commission"** means the Public Utilities/Public Service Commission of the state in which this Agreement is filed.
- 1.14 **"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.

- 1.15 **"Competitive Local Exchange Carrier" (CLEC)** means any Person authorized to provide local exchange services in competition with an ILEC.
- 1.16 **"Contract Year"** means, as the context may require, a consecutive, twelve (12) month period during the Term of this Agreement commencing either on the Approval Date or on any anniversary thereof.
- 1.17 **"Conversation Time"** means the time that both Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision.
- 1.18 **"Customer"** may mean GTE or Powertel depending on the context and which Party is receiving the service from the other Party.
- 1.19 **"Customer Usage Data"** means the local telecommunications services usage data of a Powertel End User, measured in conversation minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.20 **"DS-1"** is a digital signal rate of 1.544 Mbps.
- 1.21 **"DS-3"** is a digital signal rate of 44.736 Mbps.
- 1.22 **"Disconnect Supervision"** means an on-hook supervisory signal sent at the completion of a call.
- 1.23 **"Effective Date"** has the meaning set forth in Article III, Section 34 of this Agreement.
- 1.24 **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.25 **"EMR"** means the Exchange Message Record which is an industry standard record used exchange telecommunications message information among local providers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.26 **"End User"** means for Powertel an end user customer that originates or terminates telecommunications traffic utilizing CMRS provided by Powertel; and, for GTE an end user customer is a customer that originates or terminates telecommunications traffic utilizing services provided from a GTE tariff.
- 1.27 **"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.

- 1.28 **"Facility"** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person, when used in Article III, Section 42.
- 1.29 **"FCC"** means the Federal Communications Commission.
- 1.30 **"Fees/Regulatory Surcharges/Surcharges"** means a charge, other than a Tax, (a) imposed by a regulatory, judicial or governmental authority, or (b) resulting from a contractual obligation, which the seller is responsible for collecting and remitting to said authority or contracting party. Fees/Regulatory Surcharges/Surcharges include but are not limited to E911/911, E311/311, franchise fees, lifeline, hearing impaired, and other FCC or Commission imposed surcharges.
- 1.31 **"GTOC"** means GTE Telephone Operating Company.
- 1.32 **"Incumbent Local Exchange Carrier" (ILEC)** means any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in Section 69.601(b) of the FCC's rules, 47 C.F.R. sec 69.601(b).
- 1.33 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties establish the technical interface and the division of operational responsibility between the Parties for Interconnection purposes. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.34 **"ISDN User Part (ISUP)"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.35 **"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 inter- and/or intraLATA long distance communications services within the State.
- 1.36 **"Internetwork Facilities" or "Interconnection Facility"** 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.
- 1.37 **"LATA"** means Local Access and Transport Area as defined in Section 153(25) of the Act, 47 U.S.C sec 153(25). A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.

- 1.38 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 1.39 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service.
- 1.40 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.41 **"Local Provider"** is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.
- 1.42 **"Local Traffic"**, for purposes of Reciprocal Compensation between Parties, means traffic that is originated by an End User of one Party and terminates to an End User of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the End User of Powertel receives service on a two-way wireless basis, except that one-way paging traffic to End Users of Powertel is included if it is an incidental portion of the total traffic exchanged between the Parties. Local Traffic excludes Information Service Providers ("ISP") traffic (e.g., Internet, 900-976, etc.).
- 1.43 **"Meet-Point Billing" or "MPB"** refers to an arrangement whereby two local providers jointly provide the transport element of a switched access service to one of the local provider's end office switches, with each local provider receiving an appropriate share of the transport element revenues as defined by their effective access Tariffs.
- 1.44 **"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 local providers, or by one local provider in two or more states within a single LATA.
- 1.45 **"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 local providers.

- 1.46 **"MSC" or "MTSO"** means the Mobile Switching Center or Mobile Telecommunications Switching Office used by a CMRS carrier in performing originating and terminating functions for calls to or from End User customers of the CMRS carrier.
- 1.47 **"MTA"** means Major Trading Area as defined by the FCC rules, Part 24.202(a) (47 C.F.R. Section 24.202(a)).
- 1.48 **"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.
- 1.49 **"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.
- 1.50 **"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.
- 1.51 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.52 **"Percent Local Usage" ("PLU")** is a factor which represents the percent of intraMTA traffic exchanged between the Parties over local interconnections.
- 1.53 **"Person"** means an individual, partnership, limited liability company, limited liability partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, business unit, division or other entity of whatever nature.

- 1.54 **"Provider"** may mean GTE or Powertel depending on the context and which Party is providing the service to the other Party.
- 1.55 **"Public Safety Answering Point" or "PSAP"** means an answering location for E911/911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.56 **"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 local provider for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal ("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.
- 1.57 **"Reciprocal Compensation"** has the meaning set forth in 47 C.F.R. 51.701(e).
- 1.58 **"Regulatory Authority"** means the Federal Communications Commission ("FCC"), any public service commission, administrative agency, judicial authority, or any other federal, state, municipal, international, or foreign governmental body or agency (including without limitation federal, state and local health, safety and environmental regulatory authorities) having authority over this Agreement or the Parties.
- 1.59 **"Routing Point"** denotes a location that a local provider has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the local provider 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.
- 1.60 **"Service(s)"** means, individually or in the aggregate, Transport and Termination of each other's traffic, and any and all Interconnection arrangements provided by the Parties to each other.
- 1.61 **"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.

- 1.62 **"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.
- 1.63 **"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.
- 1.64 **"Signaling System 7" or "SS7"** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.65 **"Signal Transfer Point" or "STP"** means a packet switch in the CCS network that is used to route signaling messages among SSPs, 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. GTE STPs conform to ANSI T1.111-8 standards.
- 1.66 **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.67 **"Synchronous Optical Network" or "SONET"** means synchronous electrical ("STS") or optical channel ("OC") connections between local providers.
- 1.68 **"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 C, Feature Group D, 800 access and 900 access services.
- 1.69 **"Tariff(s)"** means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.70 **"Tax"** means a charge which is statutorily imposed by the federal, state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charges to the federal, state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, state or local jurisdiction. Taxes shall include but not be limited to: federal excise tax,

state/local sales and use tax, state/local utility user tax, state/local telecommunications excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 1.71 **“Telecommunications”** has the meaning set forth in 47 U.S.C. §153(43) as amended.
- 1.72 **“Telecommunications Carrier”** has the meaning set forth in 47 U.S.C. §153(44) as amended.
- 1.73 **“Telecommunications Services”** has the meaning set forth in §153(46) of the Act.
- 1.74 **“Termination”** has the meaning set forth in 47 C.F.R. §51.701(d) as amended.
- 1.75 **“Transport”** has the meaning set forth in 47 C.F.R. §51.701(c) as amended.
- 1.76 **“Undefined Terms”** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.77 **“Vertical Features” (including “CLASS Features”)** means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.
- 1.78 **“Wire Center”** means a building or space within a building that serves as an aggregation point on a local provider's network, where transmission facilities and circuits are connected or switched. "Wire Center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

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 control, 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 shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term. Termination shall be effective at as described above unless, prior to that date, a Party has submitted a request for negotiations pursuant to 47 U.S.C. §252 for a new interconnection agreement, in which case the Agreement shall remain in effect until either (a) this Agreement has been replaced by another agreement negotiated or arbitrated between the Parties pursuant to 47 U.S.C. §§ 251 and 252 or other applicable law, or (b) the Parties agree to maintain service arrangements under the options provided in Section 2.2. If this Agreement is not superseded by a new negotiated or arbitrated agreement within three hundred and sixty four (364) calendar days from the date of the section 252 request for negotiations, this Agreement shall terminate automatically on the three hundred and sixty fifth (365th) calendar day.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale as described in Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) Tariff terms and conditions made generally available to all local providers; or (d) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may, at its sole option and discretion, 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 sixty (60) 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 (a) sells or otherwise transfers the area or portion thereof or (b) ceases to do business therein. 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, an Affiliate of that Party without consent of the other Party, but with written Notice to the other Party. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Provided, however, the assignor will remain fully responsible and liable for its obligations hereunder.

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 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 any 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, back-billing 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 twelve (12) months 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 the GTE/Contel state access Tariff, but not more than 1% per month. Late payment charges shall be included on the next statement.
- 6.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement.
- (a) Any audit shall be performed as follows: (i) following at least ninety (90) Business 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.
 - (b) Adjustments, credits or payments must be made and any corrective action must be completed within ninety (90) days from auditing Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties.
 - (c) Neither the right to audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise,

unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

(d) This Section 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

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 its own proprietary or confidential customer, technical, or business information to the other Party 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 or visually 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 thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, (a) all preorders and orders for Services placed by either Party pursuant to this Agreement, (b) information that would constitute customer proprietary network information of either Party's End Users pursuant to the Act and the rules and regulations of the FCC, (c) recorded usage information with respect to either Party's End Users, whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of its performance under this Agreement, and where (d) either Party is the NANP Number Plan Administrator, information submitted to either Party in connection with such responsibilities shall be deemed Confidential Information for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

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, contractors or agents who have a need to know the Confidential Information for performance of this Agreement and, before allowing any such contractors or agents, other than those subject to a duty of confidentiality, to access the Confidential Information, cover the contractors or agents under an appropriate confidentiality agreement which contains substantially similar terms to those contained in this Section 9;
- (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 and other Person or authorize other Person 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. The confidentiality obligations set forth in this Section 9 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 two (2) years from the date of Termination or expiration of this Agreement.

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. Each Party assumes responsibility for all fraud associated with its End User customers and accounts. Neither Party shall have responsibility for, nor is it required to investigate or make adjustments to the other Party's account in cases of fraud associated with the other Party's End Users and accounts. The Parties agree that they 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 unduly burden or harm one Party as compared to the other.
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 or relating to 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 procedures 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 duly authorized representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and 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 specifically for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or 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) Business 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 except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. 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) Business Days of the demand for arbitration. The arbitration shall be held in a location mutually agreed upon by the Parties or in the State capital. 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) Business 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 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 12.2 directly and materially affects service to either Party's End Users, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be fourteen (14) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 12.5 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.
- 12.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.
13. Entire Agreement. This Agreement, together with the preamble, recitals, and all exhibits, schedules, addenda and other Attachments attached hereto, constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of this Agreement and is intended as the Parties final expression and complete and exclusive statement of the terms hereof, superseding 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 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, 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 (collectively and individually, a "Force Majeure"), the Party affected, upon giving prompt notice to the other Party, shall be excused from 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, remove, and remedy and mitigate the effects of such Force Majeure causes of non-performance. Notwithstanding anything herein contained to the contrary, (a) if any delay exceeds thirty (30) days, at its option, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without liability or penalty other than amounts due for services rendered upon written notice to the other Party at any time thereafter, (b) neither Party will have any obligation to pay the other any charges whatsoever for any service, Services or other performance which was not provided or performed as a result of a Force Majeure.
16. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
17. Governing Law. This Agreement shall be governed by and construed in accordance with all applicable federal laws, including without limitation, the Act, the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State, without regard to its conflicts of laws principles, shall govern. This Agreement shall be subject to the exclusive jurisdiction of the courts of the State.
18. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to perform its various requirements hereunder applicable. Powertel agrees that GTE may implement such approaches to perform any GTE obligations under this Agreement.

19. Headings. The headings and numbering of Sections, Parts and Attachments in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of the terms herein or affect the meaning or interpretation of this Agreement.
20. 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.
21. Law Enforcement Interface.
 - 21.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on End User invoked CLASS services, including, without limitation, call traces requested by Powertel.
 - 21.2 Upon request of Powertel, GTE agrees to work jointly with Powertel in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Powertel End Users will be billed to Powertel.
 - 21.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a Powertel End User and shall refer them to Powertel.
22. Liability and Indemnity.
 - 22.1 Indemnification. Subject to the limitations set forth in Section 22.4 of this Article III, each Party (the "Indemnifying Party") agrees to release, indemnify, defend, and hold harmless the other Party and its respective officers and directors (collectively, the "Indemnified 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. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the Indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party or any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

- 22.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third-party provider or operator of facilities involved in the provision of Services or Facilities under this Agreement (collectively, the "Indemnitee") 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 either Party's End Users against an Indemnitee arising from said End User's use of the Services or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee 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 Indemnitee 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 the Indemnitee or such Party's End Users, or any other act or omission of the Indemnitee or such Party's End Users.
- 22.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS A PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CON QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHA FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMAN DEALING, OR FROM USAGES OF TRADE.
- 22.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly

charges for the Services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party 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 any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

- 22.5 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.
- 22.6 Survival. The Parties' obligations or liability to each other arising under this Section 22 will survive the termination or expiration of this Agreement for a period of one (1) year following the expiration or termination of this Agreement.
23. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
24. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
25. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege; the provisions of this Agreement are for the sole benefit of the Parties hereto and not for any other person.
26. Notices. Any notice, consent, approval or other communications 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, postage prepaid, 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. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may

also be provided by facsimile which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. 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 South Incorporated
 Attention: Assistant Vice President/
 Associate General Counsel
 Business Development & Integration
 600 Hidden Ridge - E03J43
 Irving, TX 75038
 Telephone number: 972/718-6361
 Facsimile number: 972/718-3403

Copy to: GTE South Incorporated
 Attention: Director - Carrier Contract Compliance
 Network Services
 600 Hidden Ridge - W02H20
 Irving, TX 75038
 Telephone number: 972/718-5988
 Facsimile number: 972/719-1519

If to Powertel: Powertel, Inc.
 Attention: Ms. Jill F. Dorsey
 Vice President - General Counsel
 1233 O.G. Skinner Drive
 West Point, GA 31833

Copy to: Walt Sapronov, Esq.
 Gerry, Friend & Sapronov, LLP
 Three Ravinia Drive, Suite 1450
 Atlanta, GA 30346

27. Protection.

27.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services or Services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair the provision of service over any facilities of the other Party, its Affiliates, or its connecting and concurring carriers involved in the provision of such services, cause damage to the other Party's 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, to their respective customers or to the public (each hereinafter referred to as an "Impairment of Service").

- 27.2 Resolution. If either Party causes an Impairment in 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 affected 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 until the impairment of Service is rectified.
28. 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 GTE and Powertel.
29. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission or by the Commission to the extent this Agreement is or becomes subject to the jurisdiction of either agency.
30. Changes in Legal Requirements.
- 30.1 GTE and Powertel further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.
- 30.2 If the Parties cannot agree whether the changes in legal requirements automatically impacted certain terms of this Agreement, either Party may file an action for declaratory ruling in a court of competent jurisdiction.
- 30.3 Regardless of when the changes in legal requirements are determined to affect the terms of this Agreement, the modification to the Agreement as a result of changes in legal requirements shall be effective as of the date the changes in legal requirements become generally effective.
31. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such

purposes will be five (5) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, sixty (60) Business Days after such approval. Such date (i.e., five (5) or, if arbitrated, sixty (60) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes.

32. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
33. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
34. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
35. Service Standards. The Parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
36. 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.
37. 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.
38. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, 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, or regulation.

39. Taxes. Any federal, state or local excise Taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such Taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party and remit the Taxes in accordance with applicable law, and the obligated Party agrees to pay to the collecting Party, all applicable Taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such Taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use Taxes that may be subsequently levied on payments by the other Party by the collecting Party.
40. 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.
41. Waivers. No waiver of or 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 be construed as a waiver of such provision or any provisions of this Agreement. No waiver shall be effective unless the same shall be in writing and duly executed by or on behalf of the Party against whom such waiver or consent is claimed.
42. Referenced Documents. Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such documents that is in effect, and will include the most recent version or edition (including any amendment, supplements, addenda, or successors) or each document incorporated by reference in such technical reference, technical publication, or publication of industry standards.
43. Cumulative Remedies. Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

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 to Powertel or by Powertel to GTE, the Transport and Termination of Local Traffic between GTE and Powertel and local transiting traffic as described in Section 3.3 of this Article IV. 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 Interconnection Point ("IP") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment - Appendix B) 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 Powertel and Powertel desires to purchase from GTE, or Powertel desires to provide to GTE and GTE desires to purchase from Powertel, additional services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide same to Powertel. The Appendix A shall be signed by GTE's authorized Account Manager and an authorized representative of Powertel, applied to this Agreement, and thereby made wholly a part of and automatically incorporated into this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix 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.
 - 1.4 Changes to Services. Either Party may at any time add to, rearrange, modify or request other changes to any Services purchased hereunder pursuant to the procedures set forth in this Agreement.
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 C attached to this Agreement and made a part hereof.

- 2.2 Billing. Provider shall render to Customer a bill for 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 Traffic, shall be billed in arrears. Powertel is required to order trunks pursuant to Section 4.3.4 of this Article. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered.
3. Transport and Termination of Traffic.
- 3.1 Traffic to be Exchanged. The Parties shall reciprocally transport and terminate all Local Traffic exchanged between the Parties and jointly-provided Interexchange Carrier Traffic originating or terminating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with Third-Party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. Only traffic originated by or terminating to the Parties' End Users is to be exchanged. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).
- 3.2 Compensation For Exchange Of Local Traffic. The Parties will pay each other reciprocal compensation for the Transport and Termination of all Local Traffic exchanged between the Parties in accordance with the rates set forth in Appendix C attached to this Agreement and made a part hereof. Charges for the Transport and Termination of non-local traffic shall be in accordance with the Parties' respective intrastate or interstate access Tariffs, as appropriate, if any, or as otherwise may be agreed upon by the Parties. The Parties will develop an initial factor representative of the share of traffic exempt from compensation. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from compensation can be measured, the actual exempt traffic will be used rather than the above factor.
- 3.3 Tandem Switching Services (Transiting). GTE will provide tandem switching for traffic between the Parties' end offices subtending or interconnected with the GTE access tandem, as well as for traffic between Powertel's End Users and any third party Local Provider which is interconnected to the GTE access tandems as follows:
- 3.3.1 Powertel will compensate GTE for each minute of originated tandem switched traffic which terminates to a third party (e.g., other CLEC,

ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.

3.3.2 Powertel also assumes responsibility for compensation to the Local Provider which terminates the call.

3.4 Traffic Measurement. Except as noted in Appendix C, each Party is responsible for measuring and recording all Telecommunications traffic delivered to or received from the other Party. All charges for Transport and Termination of the Parties' respective traffic are to be billed monthly and measured in minutes of use ("MOU") exchanged by the Parties in accordance with the rates set forth in Appendix C attached to this Agreement.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. GTE shall provide Interconnection to Powertel at any of the minimum technically feasible points designated by mutual agreement of the Parties. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree pursuant to a Bona Fide Request to directly interconnect their respective networks, Interconnection will be as specified in the following subsections. The IPs shall be set forth in Appendix A attached to this Agreement and made a part hereof. Based on the configuration, the installation timeline will vary considerably, however, GTE will exercise its reasonably best efforts to install IPs within 120 calendar days from the date of Powertel's request, absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistently with Section 256 of the Telecommunications Act of 1996.

4.1.1 Interconnection provided to either Party by the other Party may be used for the exchange of (a) Local and (b) Transiting Traffic. All traffic to be exchanged by the Parties will be handed off by one Party to the other Party at an IP in accordance with Section 4.1.

4.1.2 Each Party shall make Interconnection available to the other Party upon request with one or more of the following methods: (a) Interconnection at Central Office(s), Mobile Switching Offices or Access Tandem(s); (b) Interconnection via arrangements pursuant to any relevant Tariffs on file with the FCC or the Commission, or (c) any other type of Interconnection required under the Act.

4.1.3 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of Interconnection requested and (ii) available at the facility at which interconnection is requested. For

each "IP" set forth in Appendix A, the Parties shall specify the type of Interconnection used at that IP.

- (a) A Special Access arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable Tariffs. These facilities will meet the standards set forth in such Tariffs.

4.1.4 The Parties will mutually designate at least one IP on GTE's network within each GTE local calling area for the routing of Local Traffic. Recording and billing of traffic routed over these facilities shall be as provided in Section 3 of this Article.

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 intrastate access Tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE in accordance with FCC Rule 51.709(b).

4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

4.3 Trunking Requirements.

4.3.1 The Parties agree to establish and provide trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/ operator service switches. The Parties will mutually agree where one-way or two-way trunking will be utilized. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

4.3.2 Powertel shall make available to GTE trunks over which GTE shall terminate to End Users of Powertel Local Traffic and intraLATA toll or optional EAS traffic originated from End Users of GTE-provided Exchange Service.

- 4.3.3 GTE shall make available to Powertel trunks over which Powertel shall terminate to End Users of GTE Local Traffic and intraLATA toll or optional EAS traffic originated from End Users of Powertel-provided service.
- 4.3.4 Powertel and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Powertel 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 Powertel to provide Switched Access Service to IXCs. To the extent Powertel desires to have any interexchange carriers (IC) terminate traffic to Powertel's IC transiting trunks, Powertel will arrange for such IC to issue a Letter of Authorization (LOA) to GTE instructing GTE to route such traffic over the appropriate trunk group. Until GTE receives and processes such LOAs, the traffic will not be routed.
 - 4.3.4.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
 - 4.3.4.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's switch or, when delivered to GTE, for those publicly-dialable NXX Codes served by end offices that directly subtend the GTE access tandem or to those other local providers that directly subtend the access tandem.
 - 4.3.4.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.5 Powertel will provide PLU factors on a quarterly basis to identify the proper jurisdiction (local or non-local) of each call type that is carried over the local interconnection trunks. If these percentages are not received quarterly, the Parties shall use the last previous reported percentages. The PLU factor is identified on Appendix C.
- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level or DS-3 (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.7 Powertel and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement 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.

- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.4 Network Redesigns Initiated by GTE. GTE will not charge Powertel when GTE initiates its own network redesigns/reconfigurations, or rearrangement of its network or the Services.
- 4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.
 - 4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 herein.
 - 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made.
- 5. Indirect Network Interconnection. Either Party may deliver traffic destined to terminate at the other Party's end office via another local provider's tandem provided that the terminating Party's end office subtends such local provider's tandem and the Parties have established compensation agreement(s) with such local provider for transiting traffic. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another local provider's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another local provider's access tandem.
- 6. Number Resources.
 - 6.1 NXX Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Powertel'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 Powertel 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 Powertel. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Powertel shall not request number resources to be assigned to any GTE switching

entity. GTE shall not charge Powertel for any NXX allocation pursuant to 47 C.F.R. § 52.15(c).

- 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- 6.2 Rate Centers. For purposes of enabling 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.
- 6.3 Routing Points. Powertel will also designate a Routing Point for each assigned NXX code. Powertel may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Powertel may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Powertel within an existing GTE exchange area and LATA.
- 6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accordance with applicable FCC and Commission rules and regulations and accepted industry guidelines. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accordance with industry standards. The Parties shall protect Powertel proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 9 of this Agreement.
- 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.
7. Meet-Point Billing. In the event that Powertel delivers traffic to or receives traffic from an IXC through GTE's network, the following terms and conditions apply. Nothing herein obligates Powertel to utilize GTE's network for the exchange of traffic with IXCs. Nothing herein obligates Powertel to render bills to IXCs for IXC traffic that originates or terminates on Powertel's network through GTE's network.
- 7.1 Meet-Point Arrangements.

- 7.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers 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.
- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Powertel to sub-tend the GTE access tandem(s) nearest to the Powertel 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, Powertel shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 7.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 7.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 7.1.5 Powertel and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access Tariffs, if any, 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, Powertel and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Powertel 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 or another mutually acceptable format.
- 7.1.7 Powertel 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 the appropriate charge.

7.2 Compensation.

- 7.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by Powertel and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB

guidelines. This means each Party will bill the portion of service they provided at their appropriate Tariff, or price list.

7.2.2 Subsequently, Powertel 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 Powertel and GTE via the MPB arrangement: single-bill/single Tariff method, single-bill/multiple Tariff method, or to continue the multiple-bill method. Should Powertel prefer to change among these billing methods, Powertel shall notify GTE of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented, such changes then may be made in accordance with MECAB guidelines and if GTE mutually agrees, the change will be made.

8. Common Channel Signaling.

8.1 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. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 8 of this Article under a separate agreement. 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, without limitation, 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. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

8.4 Connection Through STP. Powertel must arrange for interconnection with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and

GTE's LIDB shall, consistent with this section, take place only through appropriate STP pairs.

- 8.5 Third Party Signaling Providers. Powertel 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 Powertel in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.
- 8.6 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.
9. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity. "Equal in quality" shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location under the same terms and conditions.
10. Network Outages. GTE shall work with Powertel to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for correcting network outages directly caused by interconnecting its equipment to the other Party's Wire Center, access tandem, mobile switching facility or other facility. Powertel shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.
11. 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. Until such arrangements are brought into compliance with the requirements of this Agreement, compensation will be in compliance with effective FCC rules, specifically §51.717 if applicable. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the effective date of this Agreement or within whatever other period may be mutually agreeable to the Parties.

ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, service, repair bureau, etc.).
 - 1.1 To the extent the correct provider can be determined, each Party will promptly refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner, at no charge.
 - 1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User the correct contact number.
 - 1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, or their products and services, nor shall they use these calls as a basis for internal referrals or to solicit End Users or to market products or services.
2. 911 Arrangements. To provide basic 911 services by connection to GTE's 911 selective router (i.e. 911 tandem), the following terms and conditions will apply.
 - 2.1 Description of Service. GTE will provision basic 911 service over an auxiliary connection. A minimum of two 911 trunks, or that quantity necessary to provide P.01 Transmission Grade of Service is required. Basic 911 does not include detailed location information. Powertel will compensate GTE for the full cost of provisioning the auxiliary connection and a selective router port charge. Charges for the selective port will be at the rates set forth in GTE General Exchange Tariff addressing 911 service. Mobile to Land usage charges are not applicable on the 911 trunks.
 - 2.2 Transport. Powertel may obtain transport from GTE for the transport of the auxiliary connection at the rates set forth in GTE's intrastate switched access Tariff or in GTE's intrastate special access Tariff.
 - 2.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of the Powertel's systems to the 911 platform, without degradation to Powertel's existing 911 level of performance and grade of service.
 - 2.4 Enhanced 911 (E911). When technically feasible, the Parties agree that they shall make provisions to ensure access by all of Powertel's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network

requirements to establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.

3. Information Services Traffic. In the event that either Party routes traffic for Information Service Providers to the other, the following terms and conditions shall apply.
 - 3.1 Routing. Each Party shall route traffic for Information Services (i.e. 900-976, internet, weather lines, sports lines, etc.) which originates on its network to the appropriate information Service Platform.
 - 3.2 Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
 - 3.3 Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's End Users pursuant to the Terminating Party's agreement(s) with each information provider.
 - 3.4 Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
 - (a) a mutually agreed upon fee for providing billing and collection of the information service charges; and
 - (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and
 - (c) any customer adjustment provided by the Originating Party.
 - 3.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its End User customers the ability to block the completion of information service traffic.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date specified in Section 31 of Article III.

GTE South Incorporated

Powertel, Inc.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Powertel\Kentucky, Inc.
A Delaware corporation

By _____

Name _____

Title _____

Date _____

APPENDIX A
SERVICE MATRIX

Date_____

Service Location (identified by tandem serving area)	IP (identified by CLLI code)	Services (identified by _____)
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**APPENDIX B
SERVICE ATTACHMENTS**

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.

SERVICE ATTACHMENT
END OFFICE INTERCONNECTION

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.

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix C are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

Rate applied per terminated MOU \$0.0063

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and Powertel and applies for all Local Traffic MOUs exchanged at any IP, regardless of whether the IP is at an access tandem or end office. Rate based on current available cost studies.

B. Tandem Switching Rate (Transiting)

Rate applied per MOU: \$0.0014

This rate applies to all local MOUs exchanged between Powertel and another carrier through facilities of GTE. Rate based on current available cost studies.

BILLING FACTORS

- A. Terminating Traffic Factors:
- | | |
|------|-------------------|
| 40% | GTE to Powertel |
| 60% | Powertel to GTE |
| 100% | Total 2-way Usage |

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and Powertel, 90% originated from a Powertel wireless End User customer and terminated to a GTE End User customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable

traffic data no more frequently than every three months. If the factors are not updated quarterly, the Parties shall use the last previously established factors.

B. Transiting Factor: 3% GTE Transited

The Transiting Factor is used to determine the amount of traffic to or from Powertel that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e., when recorded billing data is not sufficiently available. When applied to Powertel originated traffic, the Transiting Factor determines the transiting traffic that was generated by Powertel. When applied to Powertel terminated traffic, the Transiting Factor determines the portion of traffic terminating to Powertel that was not originated by GTE. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor.

C. PLU:97%

The Percent Local Usage (PLU) Factor describes the portion of Local Traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA) and, for traffic originated by GTE, within the same LATA. This Local Traffic Factor applies to both originating and terminating MOUs. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor.

Contract ID: 2100500000KYTA

Service Attachment ID: 2100500100KYTATD

SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION

ACNA: PWR

State: KY

Location: Elizabethtown, KY (EZTWKYXA05T)

Legal Entities: GTE South Incorporated and Powertel

Effective Date: September 25, 1998

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are DS1

1.1.1 Charges for the interconnection facilities are based on the GTE South Incorporated Access Tariff and are subject to change during the term of this Agreement.

MOBILE-TO-LAND (M/L) MINUTE OF USE (MOU) RATE

\$0.0063

Contract ID: 2100500000KYTA

Service Attachment ID: 2100500200KYTATD

SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION

ACNA: PWR

State: KY

Location: Lexington, KY (LXTNKYXA08T)

Legal Entities: GTE South Incorporated and Powertel

Effective Date: September 25, 1998

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are DS1

1.1.1 Charges for the interconnection facilities are based on the GTE South Incorporated Access Tariff and are subject to change during the term of this Agreement.

MOBILE-TO-LAND (M/L) MINUTE OF USE (MOU) RATE

\$0.0063