

INTERCONNECTION AGREEMENT

BETWEEN

KENTUCKY ALLTEL, INC.

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MCI WORLDCOM COMMUNICATIONS, INC.

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AGREEMENT

This Agreement (“Agreement”) is between, MCI WORLDCOM Communications, Inc., (“MCIW”) a Delaware corporation, having offices at 6312 South Fiddler’s Green Circle, Englewood, Colorado 80111, and Kentucky ALLTEL, Inc. (“ALLTEL”), a Kentucky corporation with a principal business address of One Allied Drive, Little Rock, Arkansas 72203, (collectively the “Parties”).

WHEREAS, pursuant to the Telecommunications Act of 1996 (the “Act”), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties’ Telecommunications Networks within the State of Kentucky.

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

1.0 Introduction

- 1.1 This Agreement, in accordance with §252 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to MCIW. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which MCIW will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission, however, the Parties agree to implement the provisions of this Agreement upon execution by both Parties.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the “Act”), and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process

available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement, and thereafter, unless terminated or modified pursuant to the terms and conditions of this Agreement, this Agreement shall continue in force and effect unless and until terminated or modified as provided herein.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall delineate the items desired to be negotiated in a written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party in writing of additional items desired to be negotiated, if any. Not later than 45 days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §4.4 or has been terminated for any reason not prohibited by law pursuant to §4.3, the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the parties and, to the extent necessary, approved by the relevant state commission.
- 4.3 After completion of the initial two (2) years term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 In the event of Default, as defined in this §4.4, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing (“Default Notice”) of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) days after receipt of the Default Notice thereof. Default is defined as:
- 4.4.1 Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
- 4.4.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
- 4.4.3 A Party has notified the other Party in writing of the other Party’s material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.
- 4.5 Upon expiration or termination of this Agreement, except in the case of termination for Default under §4.4 or termination for any reason not prohibited by law under § 4.3 above, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices will continue in effect, on a

month-to-month basis as were in effect at the end of the latest term, modification or renewal, so long as negotiations are continuing in good-faith and then until resolution pursuant to this Section and the Act. If the Parties are actually in arbitration or mediation before the appropriate Commission, commercial arbitrator or FCC prior to such expiration or termination of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission, commercial arbitrator or FCC resolving the issues set forth in such arbitration or mediation request.

- 4.6 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Public Utility Commission of Kentucky (“PUC”) for arbitration. Should the PUC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 90 days in advance of anticipated assignment.
- 5.3 If ALLTEL directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of ALLTEL's telephone operations (any such transaction, a “Transfer”) to any purchaser, operator or other transferee (a “Transferee”), ALLTEL will provide MCIW with at least one hundred and eighty (180) days prior written notice. ALLTEL commits that it shall cooperate with Transferee and MCIW to fulfill the terms, conditions and process set forth in this Agreement to the extent technically and economically feasible.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement (“Confidential Information”). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information, which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in

writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.

- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 **No Consequential Damages**

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

7.3 **Obligation to Indemnify**

7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.

7.3.3 ALLTEL makes no warranties, express or implied, concerning MCIW (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with MCIW interconnection with ALLTEL's network use or receipt of ALLTEL services.

7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

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

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnatee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnatee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnatee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee will have the right to refuse such compromise or settlement and, at such Indemnatee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnatee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnatee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnatee and also will be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnatee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 **Payment of Rates and Late Payment Charges**

8.1 ALLTEL, at its discretion, may require MCIW to provide ALLTEL a security deposit to ensure payment of MCIW's account.

8.1.1 Such security deposit, if any, shall be in the form of cash or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. This security deposit shall be returned to MCIW at such time as the provision of service provided to MCIW pursuant to this Agreement is terminated. At that time, provided that all amounts owed to ALLTEL by MCIW are paid in full, the amount of the deposit will be credited to MCIW's account and any credit balance which may remain will be

refunded. For any cash deposit provided by MCIW, for the period the deposit is held by ALLTEL, MCIW will receive simple annual interest at the percentage rate specified in the ALLTEL General Customer Services Tariff.

- 8.1.2 ALLTEL shall not be permitted to charge MCIW a security deposit unless, (i) the monthly amount billed, or to be billed in the following month, by ALLTEL to MCIW exceeds \$10,000 or (ii) MCIW has failed to pay undisputed billed amounts as required by this Agreement by the Due Date two (2) times in a six (6) month period. The amount of any security deposit charged pursuant to this Section 8, if any, shall be equal to two months billing.
- 8.1.3 The fact that a security deposit has been provided in no way relieves MCIW from complying with the requirements of this Agreement regarding payment of bills.
- 8.1.4 ALLTEL reserves the right to increase the amount of the security deposit in accordance with the requirements of Section 8.1.2 when gross monthly billing has increased beyond the level initially used to determine amount of the security deposit.
- 8.2 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds, or twenty calendar days from the receipt of the bill, whichever is later. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 8.2.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.
- 8.2.2 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.2.3 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.
- 8.2.4 Each bill shall be formatted in accordance with CABS Billing Output Standards (CABS BOS) or SECAB, as appropriate, shall set forth with particular the charges provided and billed to the other Party, and shall indicate the state from which the charges were incurred. Bills shall be rendered monthly. Each Party shall bill the other at the applicable rates pursuant to this Agreement.

9.0 Dispute Resolution

9.1 Notice of Disputes

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

9.1.1 **Billing Disputes**

A Party must submit reasonable and valid billing disputes to the other Party within twelve months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

9.1.1.1 incorrect rate applied;

9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);

9.1.1.3 service did/does not exist;

9.1.1.4 invalid factors;

9.1.1.5 incorrect customer being billed;

9.1.1.6 invalid purchase order number (PON);

9.1.1.7 untimely billing.

9.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement.

9.1.3 **All Other Disputes**

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

9.2 **Alternative to Litigation**

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

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and will in the Dispute Notice invoke the informal dispute resolution process described in §9.3, except as otherwise provided in 9.2.1. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.

9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. 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) days (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in) Louisville, Kentucky unless otherwise agreed to by the Parties or required by the PUC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five (5) days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.4.3 Each Party shall bear its own costs of these procedures unless the Kentucky PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 **Conflicts**

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

do not preclude a Party from seeking relief under applicable rules or procedures of the PUC or FCC as may be applicable.

10.0 Reserved For Future Use

11.0 Notices

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

If to MCIW:

Marcel Henry
Vice President, National Carrier and Contract Management
MCI WORLDCOM Communications, Inc.
2520 Northwinds Parkway
Alpharetta, GA 30004

Copy to:

Chief Commercial Attorney
MCI WORLDCOM Communications, Inc.
Law and Public Policy
Suite E1 3-609
22001 Loudoun County Parkway
Ashburn, VA 20147

If to ALLTEL:

Staff Manager - Wholesale Services
One Allied Drive, B4F4NB
Little Rock, Arkansas 72202

Copy to:

VP – Law, Interconnection
One Allied Drive
Little Rock, Arkansas 72202

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such

providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law as reflected in appropriate tariff(s) excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the

providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

- 12.8 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any Tax that it previously billed, or was billed that it is ultimately obligated to pay. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Communications, Inc.
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager – Wholesale Services
ALLTEL Communications, Inc.
One Allied Drive B4F4NB
P.O. Box 2177
Little Rock, AR 72203

To MCIW:

Marcel Henry
Vice President, National Carrier and Contract Management
MCI WORLDCOM Communications, Inc.
2520 Northwinds Parkway
Alpharetta, GA 30004

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or labor unrest, including,

without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 Publicity

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

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 24 Hour Network Management Contact:

For ALLTEL:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For MCIW:

Contact Number: 770-625-6869

Facsimile Number: 770-625-6889

- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

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

16.2 Subpoenas

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

16.3 Law Enforcement Emergencies

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

- 16.4 The Parties will provide five (5) days a week 8:00 a.m. to 5:00 p.m. Eastern Standard Time (E.S.T.) installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.

17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide MCIW with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon MCIW providing ALLTEL a signed Letter of Agency (LOA), based on MCIW's representation that subscriber has authorized MCIW to obtain such CPNI.

17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

17.4.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change Local Service Providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

17.4.3 CPNI requests will be processed in accordance with the following:

17.4.3.1 For customers with 1-25 lines: two (2) business days.

17.4.3.2 For customers with 26+ lines: three (3) business days.

17.4.4 If the Parties do not agree that MCIW requested CPNI for a specific end user, or that ALLTEL has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

18.0 Amendments or Waivers

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

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

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

25.0 Conflict of Interest

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

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

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

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, MCIW shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall be borne by MCIW.

29.0 Trademarks and Trade Names

- 29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.
- 29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

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

31.0 Reserved for Future Use

32.0 Verification Reviews

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

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

33.0 Complete Terms

- 33.1 This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.0 Cooperation on Preventing End User Fraud

- 34.1 The Parties agree to 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 Party.

- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35.0 Notice of Network Changes

- 35.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

36.0 Reserved for Future Use

37.0 Responsibility of Each Party

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.
- 37.2 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

38.0 Reserved for Future Use

39.0 Governmental Compliance

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

40.0 Responsibility for Environmental Contamination

- 40.1 MCIW will in no event be liable to ALLTEL for any costs whatsoever resulting from the presence or release of any Environmental Hazard that MCIW did not introduce to the affected work location. ALLTEL will indemnify, defend (at MCIW's request) and hold harmless MCIW, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ALLTEL, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which ALLTEL is responsible under applicable law.
- 40.2 ALLTEL will in no event be liable to MCIW for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ALLTEL did not introduce to the affected work location. MCIW will indemnify, defend (at ALLTEL's request) and hold harmless ALLTEL, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that MCIW, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which MCIW is responsible under applicable law.

41.0 Reserved for Future Use

42.0 Referenced Documents

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

43.0 Severability

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

44.0 Survival of Obligations

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

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Kentucky without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in Louisville, Kentucky.

46.0 Other Obligations of MCIW

46.1 For the purposes of establishing service and providing efficient and consolidated billing to MCIW, MCIW is required to provide ALLTEL its authorized and nationally recognized Operating Company Number (OCN).

47.0 Customer Inquiries

47.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

47.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

48.0 Disclaimer of Warranties

48.1 **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE**

**CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY
WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD
PARTY.**

49.0 Reserved for Future Use

50.0 Reserved for Future Use

51.0 Reserved for Future Use

52.0 Reserved for Future Use

53.0 Reserved for Future Use

54.0 Definitions and Acronyms

54.1 Definitions

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

54.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

55.0 Reserved For Future Use

56.0 Reserved For Future Use

57.0 Reserved For Future Use

58.0 Certification Requirements

- 58.1 Each Party warrants that it has obtained and will maintain all necessary jurisdictional certification(s) required in Kentucky to perform its obligations under this Agreement. Upon request each Party shall provide proof of certification to the other Party.

59.0 Other Requirements and Attachments

- 59.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.
- 59.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.
- 59.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

ATTACHMENTS

ATTACHMENT 1:	RESERVED FOR FUTURE USE
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2003.

MCI WORLDCOM Communications, Inc.

Kentucky ALLTEL, Inc.

Print Name

Michael D. Rhoda (print or type)

Sign Name: Date

Signature: Date

Position/Title
MCI WORLDCOM Communications, Inc.

Vice President – Business Development
Position/Title
Kentucky ALLTEL, Inc.

ATTACHMENT 1: RESERVED FOR FUTURE USE

ATTACHMENT 2: RESERVED FOR FUTURE USE

ATTACHMENT 3: RESERVED FOR FUTURE USE

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Scope

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the Interconnection Point ("IP"). An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Neither Party will bill the other for transmission and routing for facilities on its side of the IP.
- 1.3 Exhibit A to this attachment is based on the network configuration and capabilities of the Parties, as they exist on the date of this Agreement. If those factors change (e.g., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to MCIW.

2.0 Interconnection Methods

There are two methods of interconnection available; direct interconnection and indirect interconnection.

- 2.1 Direct interconnection provides for network interconnection between the Parties through, including but not limited to, one or more of the following methods: 1) lease arrangements, 2) jointly provisioned facilities arrangements (including but not limited to SONET Ring or Midspan Fiber Meet), and 3) collocation arrangements,
 - 2.1.1 If MCIW's end office or wire center is within ALLTEL's local exchange boundary where direct interconnection is requested, either Party may lease from the other Party facilities between ALLTEL's end office or wire center location and MCIW's end office or wire center location, subject to availability. Unless the Parties mutually agree in writing to different locations, ALLTEL's IP will be located at MCIW's end office or wire center location and MCIW's IP will be located at the ALLTEL's end office or wire center location. Lease arrangements will be governed by the applicable ALLTEL UNE prices, interstate, intrastate or local, special access or private line tariffs under which MCIW orders service.
 - 2.1.2 Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the ALLTEL's and MCIW's end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet or SONET Ring). Should the parties interconnect via jointly provisioned facilities, the Parties will mutually agree to an IP, provided, however, that the IP will be within ALLTEL's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement. SONET Ring – the parties each agree to provide where available, in a physical diverse route, fiber transmission facilities to the other's designated IP. Each party will be responsible for providing compatible optical terminating equipment on its side of their respective IPs for the purpose of constructing a diverse SONET Ring interconnection arrangement. All optical equipment used must conform to applicable industry standards and be compatible with the other Party's equipment.

- 2.1.3 Midspan Fiber Meet – the parties each agree to provide fiber transmission facilities to a common meet point or IP at a location midway between their respective network nodes. Each party will be responsible for providing compatible optical terminating equipment with the other Party’s optical terminating equipment on its side of their respective IP (s)
- 2.1.4 Collocation interconnection provides for direct interconnection of the Parties’ networks through network interfaces established at MCIW’s collocation within ALLTEL’s end office or wire center. MCIW must have a collocation arrangement established pursuant to this Agreement to utilize this form of direct interconnection. If MCIW establishes collocation at an end office or wire center, the IP will be at collocation facility.
- 2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Telcordia Communications Research
Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control
Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange
Carrier Interconnection Using the Integrated Services Digital Network
User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-
Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface
Specification Supporting Network Interconnection Message Transfer
Part ("MTP") and Integrated Digital Services Network User Part
("ISDNUP")

- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without

limitation, Calling Party Number (CPN), Originating Line Information (“OLI”), calling party category and charge number.

- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia, such as the methods and procedures for efficient ordering of trunks, network maintenance responsibilities, trouble reporting responsibilities and procedures, any other matters as the Parties may agree. The Parties agree to meet no later than thirty (30) days after the Effective Date of this Agreement to develop the terms of the joint grooming plan.
 - 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic and IntraLATA Toll Traffic

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:
 - 4.1.1.1 At MCIW's discretion, one-way trunk groups may be ordered as two-way for testing purposes, but used to carry traffic one way. Where technically feasible, the Parties may make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA toll traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.
 - 4.1.1.2 Separate trunks will be utilized for connecting MCIW's switch to each 911/E911 tandem, if ALLTEL becomes an E911 provider during the term of this Agreement.
 - 4.1.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 **Trunking**

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

5.0 **Network Management**

5.1 **Protective Protocols**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 **Expansive Protocols**

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 **Mass Calling**

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 **Forecasting/Serviceing Responsibilities**

6.1 Both Parties agree to provide non-binding trunk forecast information for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis. Forecast information shall cover a period of two (2) years. Parties may supplement the forecasts once a quarter when forecasted amounts are expected to vary significantly from those in the annual forecast.

6.2 ALLTEL shall be responsible for forecasting and serviceing the trunk groups terminating to MCIW. MCIW shall be responsible for forecasting and serviceing the trunk groups terminating to ALLTEL's end users. Standard trunk traffic engineering methods will be used as described in Telcordia Communications Research, Inc. (Telcordia) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.

6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk serviceing purposes.

7.0 **Trunk Serviceing**

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, (i.e., no less than 120 days), and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Network Operations Control Office (NOC) if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an MCIW's end office and ALLTEL's access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). ALLTEL will engineer all interconnection trunks between the Parties to a 6.0 db of digital pad configuration.

ATTACHMENT 5: RESERVED FOR FUTURE USE

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNEs)**1.0 Introduction**

- 1.1 ALLTEL shall, upon request of MCIW, and to the extent technically feasible, provide to MCIW access to its unbundled network elements for the provision of MCIW's telecommunications services.
- 1.2 ALLTEL will provide MCIW nondiscriminatory access to unbundled network elements in a manner that allows MCIW to provide any telecommunications service that may be offered by means of that element.
- 1.3 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.
- 1.4 ALLTEL retains duty to maintain, repair, or replace the element.
- 1.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 1.6 Network elements provided to MCIW under the provisions of this Attachment will remain the property of ALLTEL.

2.0 Unbundled Loops

- 2.1 The loop is a transmission path on which a subscriber's traffic is carried from the Main Distribution Frame or similar terminating device in an ALLTEL central office or similar environment up to the termination at the Network Interface Device (NID) at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to transmission equipment in co-located space.
- 2.3 ALLTEL will provide, subject to facility availability and technical feasibility, the following at the rates, terms, and conditions outlined in § 9.0 and Exhibit A: UNE Price List.
 - 2.3.1 2-Wire and 4-Wire analog;
 - 2.3.2 DS1
- 2.4 MCIW will be responsible for testing and isolating network failures. Once MCIW has isolated a trouble to the ALLTEL provided loop, MCIW will issue a trouble report to ALLTEL on the loop. ALLTEL will take the actions necessary to repair the loop if a trouble actually exists.
- 2.5 If MCIW reports a trouble on a loop and no trouble actually exists, ALLTEL will charge MCIW for any dispatching and testing, (both inside and outside the central office) required by ALLTEL in order to confirm the loop's working status.
- 2.6 Where ALLTEL uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and ALLTEL has an alternate facility available, ALLTEL will make alternative arrangements to permit MCIW to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide MCIW with the capability to serve end users at the same level ALLTEL provides its customers. If no alternate facility is available, ALLTEL will determine the additional costs required for provisioning the loop facilities. MCIW will then have the option of

paying the one-time charge to place the loop facilities or MCIW may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

- 2.7 In addition to any liability provisions in this agreement, ALLTEL does not guarantee or make any warranty with respect to unbundled local loops when used in an explosive atmosphere. MCIW will indemnify, defend and hold ALLTEL harmless from any and all claims by any person relating to MCIW or MCIW's end user's use of unbundled loops in an explosive atmosphere.
- 2.8 ALLTEL agrees that upon receiving a Local Service Request (LSR) from MCIW for any customer of ALLTEL who wishes to disconnect its service and receive MCIW's service, the cut-over shall be completed within the intervals set forth in Attachment 18: Performance Measures. MCIW may request a coordinated cut-over between the Parties to avoid breaks in service to the customer. Such coordinated cut-over shall be subject to the prices set forth in Exhibit A: UNE Price List and the intervals set forth in Attachment 18: Performance Measures.

3.0 Multi-Tenant Environment (MTE) Terminal

- 3.1 As set forth in the FCC Rule 51.319, subloop is defined as any portion of the loop that is technically feasible to access at terminals in the loop that is technically feasible to access at terminals in ALLTEL's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, network interface device, the minimum point of entry, (MPOE), the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface (FDI). To the extent MCIW desires access to subloop elements beyond those associated with MTEs, the Parties will negotiate necessary terms and conditions for access to those specific subloop elements.
- 3.2 MTE Terminals are accessible terminals within a building in a MTE environment or physically MCIW attached to a building in a MTE environment for access to ALLTEL provided subloops or intra-building wiring from an ALLTEL MTE accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location. The MTE Terminal shall provide a Single Point of Interconnection (SPOI) that provides nondiscriminatory access for cross connections to all units in a MTE. ALLTEL shall, at MCIW's request and expense, cooperate in any reconfiguration of the network necessary to construct a SPOI. ALLTEL shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. The SPOI is a cross connect device that provides nondiscriminatory access for cross connection to all subloops element and units within a MTE. MCIW's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with ALLTEL's employees or agents. The facility is suitable for telephone exchange-type services. MCIW may obtain access to this unbundled element at any technically feasible accessible terminal within the MTE. Collocation is not necessary because MCIW can access the loop without placing facilities in an ALLTEL Premises. ALLTEL premises located on real property that constitutes a MTE or campus environment, yet are not within or physically attached to a non-ALLTEL owned building, are not considered MTE Terminals.
- 3.3 An MTE-POI is necessary when MCIW is obtaining access to the loop or intrabuilding wiring from an MTE Terminal. MCIW must create the cross-connect field at the building terminal that will allow MCIW to connect its facilities to ALLTEL's loops. The demarcation point between MCIW's and ALLTEL's facilities is the MTE-POI.
- 3.3.1 The optimum point and method to access the MTE Terminal will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. MCIW may access the MTE Terminal as a test access point.

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- 3.4 MCIW will work with the MTE building owner to determine where to terminate its facilities within the MTE. MCIW will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. MCIW shall seek to work with the building owner to create space for such terminations without requiring ALLTEL to rearrange its facilities.
- 3.5 If there is space in the building for MCIW to enter the building and terminate its facilities without ALLTEL having to rearrange its facilities, MCIW must seek to use such space. In such circumstances, an inventory of MCIW's terminations within the MTE shall be provided to ALLTEL to support MTE terminal access orders before facilities are provisioned.
- 3.6 MCIW shall not connect ALLTEL's loop element to MCIW's facilities using any temporary wiring or cut-over devices. All wiring arrangements must adhere to the National Electric Code.
- 3.7 If there is no space for MCIW to place its building terminal or no accessible terminal from which MCIW can access such loop elements or intra-building wiring, and ALLTEL and MCIW are unable to negotiate a reconfigured single point of entry to serve the MTE, ALLTEL will either rearrange facilities to make room for MCIW or construct a single point of access that is fully accessible to and suitable for MCIW. In such instances, MCIW shall pay ALLTEL a nonrecurring charge, which shall be ICB, based on the scope of the work required.
- 3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE except as otherwise provided in this agreement. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

3.9 Additional Terms for MTE Terminal Access - MTE-Access Ordering Process

- 3.9.1 MCIW shall notify ALLTEL in writing via US Mail, fax, or electronic mail of its intention to provide access to customers that reside within a MTE. Upon receipt of such request, ALLTEL shall have up to 10 business days to notify MCIW and the MTE owner whether ALLTEL believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, ALLTEL shall provide such notification. In the event that MCIW provides ALLTEL with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the customer side of the terminal, the preceding ten (10) days period shall be reduced to five (5) business days from ALLTEL's receipt of such claim.
- 3.9.2 If the MTE owner owns the facilities on the customer side of the terminal, MCIW may obtain access to all facilities in the building in accordance with Section 3 concerning access to unbundled NIDs.
- 3.9.3 If ALLTEL owns the facilities on the customer side of the terminal, and if MCIW requests space, to enter the building MCIW shall notify ALLTEL in writing of whether the building owner has provided space for MCIW to enter the building and terminate its facilities. Should rearrangement or construction of new facilities to accommodate such access be required, MCIW shall request such rearrangement or construction pursuant to Attachment 19, Bona Fide Requests. .
- 3.9.4 MCIW may only submit orders for loop elements after the facilities are rearranged and/or a new facility constructed if either are necessary. MCIW will populate the LSR with the termination information provided by ALLTEL at the completion of the inventory process

except when submitting LSRs during the creation of the inventory.

- 3.9.5 ALLTEL will dispatch a technician to run a jumper between MCIW's facilities and ALLTEL's facilities to make a connection at the MTE-POI. MCIW, at its option, may request that ALLTEL run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.
- 3.9.6 ALLTEL shall employ generally accepted best engineering practices in accordance with industry standards. ALLTEL shall clearly label the cross-connect wires it uses. All wiring will be neatly dressed. When MCIW accesses loops in MTE Terminals, it shall adhere to ALLTEL's standard practices unless the Parties have negotiated a separate document for such access. If MCIW requests a MTE Terminal access protocol that is different from ALLTEL's standard MTE terminal access protocol, ALLTEL shall negotiate with MCIW promptly and in good faith toward that end.
- 3.9.7 MCIW shall be wholly and completely responsible for any service outage, equipment failure, property damage or any and all other damages to person or property that is caused by the failure to adhere to sections 3.8.
- 3.9.8 For access to ALLTEL's on-premises MTE wire, MCIW shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by ALLTEL before securing such access. ALLTEL shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. ALLTEL shall be entitled to charge for the loop element as of the time of LSR submission by MCIW.

4.0 Intra-Premises Wiring

- 4.1.1 Intra-Premises Wiring for the Multi-Tenant Environments (MTEs) or Commercial Properties is defined as all facilities owned or controlled by ALLTEL on private property from the point where the facility crosses the property line to the point of demarcation as defined in 47, C.F.R. Sec. 68.3.
- 4.1.2 Access to Intra-Premises Wiring shall be provided by ALLTEL when MCIW requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified. One end of the Intra-Premises Wiring subloop will be the NID where control of the wiring changes from ALLTEL to the property owner or customer. The other end of the Intra-Premises Wiring Subloop shall be at an include a cross connection devices (s) at any technically feasible point chosen mutually agreed by the Parties which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminals (s) ALLTEL would use to cross connect its outside plants to intra premises wiring serving the customer.
- 4.1.3 **Requirements:**
- 4.1.3.1 MCIW, at its option, may connect to ALLTEL owned or controlled Intra-Premises Wiring only if a Single Point of Interconnection (SPOI) exists or is subsequently established at that premises.
- 4.1.3.2 MCIW, at its option, may access Intra-Premises Wiring owned or controlled by ALLTEL by:
- (a) utilizing existing spare capacity on the ALLTEL terminating block,

- (b) installing its own terminal block in the vicinity of the existing ALLTEL terminal block where the on premises' wiring terminates.

4.1.3.3 Connectivity between MCIW's terminal block and ALLTEL's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.

4.1.3.4 ALLTEL shall be responsible for demonstrating, to MCIW's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Intra-Premises Wiring subloops. Where control may be unclear or disputed, ALLTEL will not prevent or in any way delay MCIW's use of the Intra-Premises Wiring to meet an end user request for service. To the extent ALLTEL demonstrates, after and, therefore is a subloop UNE, then MCIW will compensate ALLTEL for such use, on a retroactive basis from the date of first use.

4.1.3.5 First Pair Requirement – ALLTEL shall not reserve the Intra-Premises Wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use, unless ALLTEL is currently providing service on those pairs. Under those conditions, ALLTEL will offer to MCIW spare cable pairs that are in working order and available to the end user's premises.

5.0 Network Interface Device (NID)

- 5.1 The NID is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID shall be capable of transferring electrical analog or digital signals between the subscribers' inside wiring and cross connect to MCIW's NID, consistent with the NIDs function at the Effective Date of this Agreement. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections.
- 5.2 MCIW may provide its own NID and may interface to the customer's premises wiring through connections in the customer chamber of ALLTEL's NID. This connection will be in adherence with the FCC rules regarding NID to NID arrangements.
- 5.3 With respect to multiple dwelling units or multiple-unit business premises, MCIW will provide its own NID and will connect directly with the customer's inside wire. Alltel shall also permit MCIW to connect MCIW's Loop at the inside wiring of a subscriber premises through ALLTEL's NID.
- 5.4 The ALLTEL NIDs that MCIW uses under this Attachment will be those installed by ALLTEL to serve its customers.
- 5.5 Where feasible, the NID shall be physically accessible to MCIW designated personnel. In cases where entrance to the customer premises is required to give access to the NID, MCIW shall obtain entrance permission directly from the customer.
- 5.6 Neither Party will attach to or disconnect the other's ground. The NID shall provide an accessible point of interconnection and shall maintain a connection to ground. Neither Party will cut or disconnect the other's loop from its protector. Neither Party will cut any other leads in the NID. Each Party will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Each Party will tighten all screws or lugs loosened in the NIDs enclosure and replace all protective covers.

- 5.7 Any repairs, upgrades, and/or rearrangements required and authorized by MCIW will be performed by ALLTEL based on time and material charges.

6.0 Cross-Connects

- 6.1 The local loop cross connect is the media between the ALLTEL distribution frame and an MCIW designated collocation. The applicable cross connects are as follows:

- 6.1.1 2-Wire;
- 6.1.2 4-Wire;
- 6.1.3 DS1; and/or
- 6.1.4 DS0
- 6.1.5 DS3

7.0 Provisioning/Maintenance Of Network Elements On An Unbundled Basis

- 7.1 Subject to the terms herein, ALLTEL is responsible only for the installation, operation and maintenance of the Network Elements it provides. ALLTEL is not otherwise responsible for the Telecommunications Services provided by MCIW through the use of those elements.
- 7.2 Where unbundled network elements provided to MCIW are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to ALLTEL for future provisioning needs, unless such element is disconnected in error. MCIW agrees to relinquish control of any such unbundled network element concurrent with the disconnection of MCIW's end user's service.
- 7.3 The elements provided pursuant to this Attachment will be available to ALLTEL at times mutually agreed upon in order to permit ALLTEL to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 7.4 MCIW's use of any ALLTEL unbundled network element, or of its own equipment or facilities in conjunction with any ALLTEL network element, will not materially interfere with or impair service over any facilities of ALLTEL, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, ALLTEL may discontinue or refuse service if MCIW violates this provision, provided that such termination of service will be limited to MCIW's use of the element(s) causing the violation.
- 7.5 When an ALLTEL provided tariffed or resold service is replaced by an MCIW facility based service using any ALLTEL provided unbundled network elements (including service provided exclusively via ALLTEL provided UNE), both the disconnect order and the new connect order will be issued by MCIW. A service order charge on the requested network elements will be assessed. Similarly, when an end user is served by one local service provider using ALLTEL provided UNE is converted to MCIW's service which also uses an ALLTEL provided UNE, a disconnect order will be issued by ALLTEL (with an appropriate service order charge being generated to MCIW) of the existing UNE and a new connect order will be issued by MCIW (with an appropriate service order charge being generated to MCIW) of the new UNE.

- 7.6 MCIW will connect equipment and facilities that are compatible with the ALLTEL Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements.
- 7.7 Unbundled Network Elements may not be connected to or combined with ALLTEL access services or other ALLTEL tariffed service offerings.

8.0 Maintenance of Elements

- 8.1 The network elements provided by ALLTEL pursuant to this Attachment will be maintained by ALLTEL. MCIW or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by ALLTEL, other than by connection or disconnection to any interface means used, except with the written consent of ALLTEL.
- 8.2 If trouble occurs with unbundled network elements provided by ALLTEL, MCIW will first determine whether the trouble is in MCIW's own equipment and/or facilities or those of the end user. If MCIW determines the trouble is in ALLTEL's equipment and/or facilities, MCIW will issue a trouble report to ALLTEL and ALLTEL will perform the necessary work function(s) to replace or repair the affected equipment and/or facility at its expense.
- 8.3 MCIW will pay Time and Material charges when MCIW reports a suspected failure of a network element and ALLTEL dispatches personnel to the end user's premises or an ALLTEL central office and trouble was not caused by ALLTEL's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. MCIW will pay Time and Material charges when ALLTEL dispatches personnel and the trouble is in equipment or communications systems provided by an entity by other than ALLTEL or in detariffed CPE (Customer Provider Equipment) provided by ALLTEL, unless covered under a separate maintenance agreement.
- 8.4 If MCIW issues a trouble report allowing ALLTEL access to the end user's premises and ALLTEL personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that ALLTEL personnel are dispatched. Subsequently, if ALLTEL personnel are allowed access to the premises, the charges discussed herein will still apply.
- 8.5 Time and Material charges apply on a half-hour basis. If more than one technician is necessary in accordance with ALLTEL standard practices and is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of ALLTEL performed during normally scheduled working hours (typically 8:00 am – 5:00 pm central time) on a normally scheduled workday (typically Monday – Friday) Overtime is work-related efforts of ALLTEL performed on a normally scheduled workday but outside of normally scheduled working hours. Premium Time is work related efforts of ALLTEL performed other than on a normally scheduled workday (typically weekends and holidays).
- 8.6 If MCIW requests or approves an ALLTEL technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIW will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.0 Performance of Network Elements

- 9.1 Access to Network Elements provided by ALLTEL to MCIW will meet applicable regulatory performance standards and be at least equal in quality and performance as that which ALLTEL provides to itself. MCIW may at its option request, and ALLTEL will provide, to the extent

technically feasible, access to Network Elements that is lesser quality than ALLTEL provides to itself and such service will be requested pursuant to the Bona Fide Request process.

- 9.2 Nothing in this Attachment will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network, which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. MCIW will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of ALLTEL, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

10.0 Pricing

- 10.1 Exhibit A: UNE Price List is a schedule which reflects the prices at which ALLTEL agrees to furnish Unbundled Network Elements and associated ancillary items to MCIW. MCIW agrees to compensate ALLTEL for unbundled Network elements at the rates contained in this Exhibit.
- 10.2 For any rate element and/or charge contained in or referenced to in this Attachment that are not listed in the pricing, including Bona Fide Requests, ALLTEL and MCIW will negotiate prices.
- 10.3 ALLTEL will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- 10.4 ALLTEL will recover the costs of modifying its outside plant facilities for MCIW space requirements. These costs will be recovered via the Bona Fide Request process described herein.

10.5 Recurring Charges

- 10.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process might be longer.
- 10.5.2 Where rates will be based on minutes of use, usage will be accumulated at the end office and rounded to the next higher minute. MCIW will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions
- 10.5.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, ALLTEL will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, ALLTEL will round up to the next whole mile before determining the mileage and applying rates.

10.6 Non-Recurring Charges

- 10.6.1 MCIW will pay a non-recurring charge when MCIW adds or removes a signaling point code. This charge also applies to point code information provided by MCIW allowing other telecommunications providers to use MCIW's SS7 signaling network.

- 10.6.2 A service order processing charge (Service Order Charge) will be applied to each service order issued by ALLTEL to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 10.6.3 MCIW will pay a non-recurring Coordinated Cut-over charge, when MCIW requests a coordinated cut-over.

Exhibit A: UNE Price List

	Monthly Recurring / MOU Rate	Nonrecurring Charges	
		Initial	Additional
<u>Unbundled Loops</u>			
2-Wire Analog	30.00	\$35.00	\$20.00
4-Wire Analog	\$60.00	\$175.00	\$175.00
DS1	\$150.00	\$200.00	\$200.00
2 Wire ADSL Capable Loop	\$30.00	\$35.00	\$20.00
--Loop Qualification Process		\$65.00	
-- Removal of Repeaters		\$360.00	
--Removal of Bridge Taps		\$600.00	
--Removal of Load Coils		\$1000.00	
DS3	ICB	ICB	ICB
Intra Premise 2-Wire	\$4.00	\$17.00	\$6.00
Intra Premise 4-Wire	\$6.00	\$19.00	\$12.00
<u>Cross Connect</u>			
2-Wire	\$0.12	\$52.00	\$52.00
4-Wire / DS0	\$0.24	\$52.00	\$52.00
DS1	\$4.17	\$100.00	\$100.00
<u>Service Order Charges</u>			
New Service		\$25.00	
Change		\$25.00	
Disconnect		\$25.00	
<u>Maintenance of Service Charges</u>			
Basic Time per half (1/2) hour		\$40.00	\$40.00
Overtime per half (1/2) hour		\$80.00	\$80.00
Premium Time per half (1/2) hour		\$120.00	\$120.00
<u>Time and Material Charges</u>			
Basic Time per half (1/2) hour		\$40.00	\$40.00
Overtime per half (1/2) hour		\$80.00	\$80.00
Premium Time per half (1/2) hour		\$120.00	\$120.00

ATTACHMENT 7: RESERVED FOR FUTURE USE

ATTACHMENT 8: RESERVED FOR FUTURE USE

ATTACHMENT 9: DIRECTORIES

This Attachment 9: Directories sets forth terms and conditions with respect to the printing and distribution of White Pages directory in addition to the General Terms and Conditions.

1.0 Introduction

- 1.1 ALLTEL obtains the publication of White Pages and Yellow Pages directories (ALLTEL Directories) for geographic areas in which MCIW may also provide local exchange telephone service, and MCIW wishes to include listing information for its customers in the appropriate ALLTEL Directories. ALLTEL will provide MCIW publication deadlines for the ALLTEL Directory for each of the ALLTEL local exchange areas where MCIW is providing local exchanges service. Should these publication deadlines change from the previous year. ALLTEL will provide notification of the change ninety (90) days before the publication closing.
- 1.2 ALLTEL will include MCIW's customer listings in the appropriate ALLTEL White Pages directory in accordance with § 3.0 Other, as specified in this Attachment. The Parties agree that § 3.0 Service Provided Other shall be applicable to customers which MCIW serves through this Agreement.
- 1.3 Any references in this Attachment to ALLTEL procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of ALLTEL's contractors that produce directories on its behalf.

2.0 Reserved for Future Use

3.0 Service Provided - Other

- 3.1 ALLTEL will include in appropriate White Pages directories the primary alphabetical listings of all MCIW's end users (other than non-published or non-listed customers) located within the local directory scope.
- 3.2 At no charge to MCIW, ALLTEL agrees to include one basic White Page listing for each MCIW customer located within the geographic scope of its White Page Directories, and a courtesy Yellow Page listing for each MCIW business customer located within the geographical scope of its Yellow Page directories.
 - 3.2.1 A basic White Page listing is defined as a customer name, address, and either the MCIW assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of MCIW customers will be inter-filed with listings of ALLTEL and other LEC customers.
 - 3.2.2 Where ALLTEL offers to publish, in its white pages directories Enhance White Pages Listings to its retail customers, ALLTEL shall publish similar type listings, under the same terms and conditions for MCIW's end users.
 - 3.2.3 MCIW's subscriber listings will be inter-filed (interspersed) with ALLTEL's and other local service provider's subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another local service provider.
- 3.3 ALLTEL agrees to provide MCIW's customers secondary White Page listings at the rate listed in Exhibit A: Directories Price List.

- 3.4 MCIW will furnish to ALLTEL subscriber listing information pertaining to MCIW's end users located within the local directory scope, along with such additional information as ALLTEL may require to prepare and print the alphabetical listings of said directory.
- 3.5 MCIW will provide its subscriber listing information to ALLTEL, in a manner and format prescribed by ALLTEL, currently via FAX. ALLTEL will provide MCIW with format requirements and procedures for submitting directory listings and directory updates.
- 3.6 MCIW will provide to ALLTEL a forecasted amount of the number of directories, which MCIW will need, for its customers prior to directory publication.
- 3.7 ALLTEL makes no guarantee as to the availability of directories beyond the forecasted amount provided by MCIW.
- 3.8 Reserved For Future Use.
- 3.9 If MCIW desires subsequent directories after the initial distribution, ALLTEL, subject to the availability of such directories, agrees to provide subsequent directories at the **Yellow Page Publishers Association** (YPPA) rates in Exhibit A: Directories Price List.
- 3.10 ALLTEL will deliver White Pages directories to MCIW's customers. The timing of delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that ALLTEL delivers White Pages directories to its own end users.
- 3.11 ALLTEL will distribute any subsequent directories in accordance with the same practices and procedures used by ALLTEL.
- 3.12 At its option, MCIW may purchase information pages (Customer Guide Pages) in the informational section of the ALLTEL White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than ALLTEL information pages. Sixty (60) days prior to the directory close date, MCIW will provide to ALLTEL the information page(s) in camera ready format. ALLTEL will have the right to approve or reject the format and content of such information page(s), and, with MCIW's agreement, ALLTEL may, but is not required to, revise the format and content of such information page(s).
- 3.13 ALLTEL will include MCIW's specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to MCIW on such page will be 1/8th page in size. In order to have such information published, MCIW will provide ALLTEL with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. MCIW will be limited to a maximum of 1/8th of a page in any single edition of an ALLTEL White Pages directory.
- 3.14 The Parties shall cooperate so that Yellow Page advertisements purchased by customers who switch to MCIW as their local service provider (including customers utilizing MCIW-assigned telephone numbers and MCIW's customers utilizing LNP) are provided in accordance with standard ALLTEL practices. Yellow Page services will be offered to MCIW's customers on the same basis that they are offered to ALLTEL's customers. Such services will be provided through ALLTEL's yellow pages affiliate, its agent or assignee.

- 3.15 ALLTEL will include the White Page listing information for MCIW's customers in ALLTEL's directory database in the same manner as it includes listing information for ALLTEL's end user customers.
- 3.16 ALLTEL agrees to include MCIW's listings in its updating of the Directory Assistance (DA) provider used by ALLTEL. MCIW agrees that ALLTEL is only responsible for providing DA updates to the DA providers (s) that ALLTEL maintains an existing relationship with. Should MCIW wish for its DA listings to be submitted to another DA provider, other than the DA provider ALLTEL uses, it is MCIW's sole responsibility to provide this information to such provider.

4.0 Limitation Of Liability And Indemnification

- 4.1 ALLTEL will not be liable to MCIW for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from ALLTEL's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which ALLTEL is held liable under this Agreement to MCIW, shall in no event exceed the amount of the charges billed to MCIW for White Pages services with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by ALLTEL to the time Service is restored.
- 4.2 MCIW agrees to defend, indemnify, and hold harmless ALLTEL from any and all losses, damages, or other liability that ALLTEL may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of MCIW's end user customers' use of the White Pages services, or the negligence or wrongful act of MCIW except to the extent any such losses, damages or other liability solely from ALLTEL's gross negligence or willful misconduct. MCIW will defend ALLTEL against all customer claims just as if MCIW had provided such service to its customer with MCIW's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both ALLTEL and MCIW.
- 4.3 MCIW agrees to release, defend, indemnify, and hold harmless ALLTEL from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by ALLTEL employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from ALLTEL's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

5.0 Pricing

- 5.1 Prices for White Pages services are as contained on Exhibit A.

EXHIBIT A: DIRECTORIES PRICE LIST

Price Per Initial Book: \$ 0.0

Price Per Secondary White Page Listing: \$1.00/month

Price Per Single Sided Informational Page:

9x11

1 additional information page: \$500.00 additional information pages: \$600.00

ATTACHMENT 10: RESERVED FOR FUTURE USE

ATTACHMENT 11: RESERVED FOR FUTURE USE

ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, or CMRS. The Parties agree that, notwithstanding the classification of traffic by MCIW with respect to its end users the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by ALLTEL to MCIW as local Resale Services.
- 1.2 Calls originated by MCIW's end users and terminated to ALLTEL's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same ALLTEL Exchange; or (ii) originates and terminates within different ALLTEL Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by ALLTEL tariffs as approved by the Commission. For the purpose of this Agreement, Local Traffic does not include ISP-bound traffic. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for ISP-bound traffic.
- 1.3 Transit traffic is Local Traffic exchanged between the Parties that originates or terminates on the network of another telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others.
- 1.4 Wireless traffic is that traffic which originates or terminates on the network of a wireless or CMRS provider and terminates or originates on the network of ALLTEL or MCIW within the same MTA as defined in section 47 CFR 24.202 (a).
- 1.5 Interexchange traffic is that traffic which does not both originate and terminate within the same mandatory local exchange calling area as specified in ALLTEL's local exchange tariff for landline traffic or within the same MTA for CMRS traffic.
- 1.6 A Party will notify the other of the date when its first commercial call is terminated to the other Party pursuant to this Attachment.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network.
- 2.3 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.4 All calls exchanged without CPN will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Bill & Keep - Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.
- 3.2 The Parties agree to reciprocally exchange Local Traffic and ISP bound traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.3 Bill and Keep does not apply to ISP-bound Traffic originated by the CLEC, transiting ALLTEL's network, and terminated by a third party in which case applicable transit charges will apply. ALLTEL will not assume transport and termination liabilities on behalf of the calls originated by MCIW.

4.0 Compensation for Transit Traffic

- 4.1 Transit traffic is Local Traffic exchanged between the Parties that originates or terminates on the network of another telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others. Where the local tandem function is performed by the Non-Party Provider to complete Local Traffic between the Parties, the Parties agree that the Originating Party will compensate the Non-Party Provider for any transit fees applicable to the exchange of Local Traffic and that compensation between the Parties for the exchange of Local Traffic performed indirectly will be as specified in §3.0 of this Attachment. If ALLTEL or MCIW performs the local tandem function, the following shall be applicable:
 - 4.1.1 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.
 - 4.1.2 Party represents that it will not send Local Traffic to the other Party that is destined for the network of a Non-Party Provider unless and until such Party has the authority to exchange traffic with the Non-Party Provider.
 - 4.1.3 The Party originating traffic will compensate the other Party a Local Transit Traffic rate element of \$.00147 per Minute Of Usage (MOU).
- 4.2 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

5.0 Compensation for Termination of IntraLATA Interexchange Traffic

- 5.1 Compensation for termination of intrastate intraLATA interexchange service traffic will be at the applicable terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of interstate intraLATA intercompany traffic will be at the applicable terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in the relevant Party's interstate access service tariff.
- 5.2 In the event that MCIW does not have a filed intraLATA Interexchange tariff or price list for access service, MCIW agrees to utilize rates that do not exceed ALLTEL's tariffed access rates.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

- 6.1 Compensation for termination of interstate interLATA intercompany traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.
- 6.2 In the event that MCIW does not have a filed Intralata Interexchange tariff or price list for access service, MCIW will utilize rates that do not exceed ALLTEL's tariffed access rates.
- 6.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.
- 6.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.
- 6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.
- 6.6 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.
- 6.7 ALLTEL and MCIW will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.
- 6.8 Billing to interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bills multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

6.10 Each Party will provide the other a single point of contact to handle any MPB questions.

7.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local, and Transit Traffic

7.1 Measuring and billing procedures are specified in §7.2-7.6 of this Attachment.

7.2 With respect to those Exchanges where MCIW intends to provide Local Exchange Service, MCIW will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as MCIW requests ALLTEL to establish interconnection to enable MCIW to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as MCIW requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

7.3 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, §8.0.

8.0 Alternate Billed Traffic

8.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU-provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.

8.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.

8.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

8.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls, which originate, terminate and are billed within the same Telcordia Client Company Territory. The Parties will negotiate and execute an agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.

8.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting the to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual agreement of the Parties.

9.0 Issuance of Bills

9.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date

and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.

ATTACHMENT 13: NUMBERING

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (TRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

- 2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single end user, or a portion of an NXX, if such end user chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX, or a portion of an NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the end user(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

- 1.1 For the purpose of this Agreement Service Provider Number Portability (SPNP) means an service arrangement whereby an end user who switches subscription of his local exchange service from ALLTEL to MCIW, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. The FCC First Report and Order in CC Docket 95-116 requires “. . .all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998.” While the FCC declined “. . . to choose a particular technology for providing number portability”, they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.
- 1.2 Both ALLTEL and MCIW shall implement the LRN Local Number Portability in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.

2.0 Terms, Conditions Under Which ALLTEL Will Provide SPNP

- 2.1 ALLTEL will not offer SPNP services for NXX codes 555, 976, 950.
- 2.2 Prior to commencement of any service porting or LRN query service; the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection between and among involved switches and exchanges.
- 2.3 ALLTEL will open NPA-NXXs in the top 100 MSAs for SPNP in accordance with the FCC mandated implementation schedule and subject to the terms in this Agreement and the network preparation specified herein.
- 2.4 ALLTEL will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from MCIW as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.
- 2.5 MCIW shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.

3.0 Obligations Of Parties

- 3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 After the initial deployment of SPNP in an MSA, if MCIW wants an ALLTEL switch to become LRN capable, MCIW must submit a Bona Fide request as provided in §6.0. ALLTEL will make requested switch LRN capable within the time frame required by the FCC.

- 3.4 MCIW will conform to NANC guidelines and LERG administration rules in requesting ALLTEL to open an NPA-NXX for portability in an LRN capable switch.
- 3.5 MCIW is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.
- 3.6 When an LSR is sent to one Party by the other Party to initiate porting via LRN, the receiving Party shall return, within twenty four hours (24), a Firm Order Confirmation (FOC).
- 3.7 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.
- 3.9 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 3.10 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 3.11 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks. Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.
- 3.12 Both Parties shall conform to the standard due date interval described below.
 - 3.12.1 Number of Lines: 1 – 5 Lines; Intervals: 3 Business days (excluding 24 hour FOC interval)
 - 3.12.2 Number of Lines: 6- 50 Lines; Intervals: 4 Business days (excluding 24 hour FOC interval)
 - 3.12.3 Number of Lines: 51 or more Lines; Intervals: (ICB)

The term "ICB" means ALLTEL and MCIW shall negotiate implementation details, including due dates, cut-over intervals, and times, coordination of technical resources and completion notices.

7.0 Preferred Carrier Changes/Freezes/Lifting of Freezes

- 7.1 General Requirements for Carrier Changes - The Parties agree to cooperate with each other to implement requests by their subscribers to change their local carrier from one Party to the other Party, including without limitation the terms described in Section 17 of the General Terms and Conditions.

8.0 Limitations Of Service

- 8.1 Telephone numbers will be ported only within ALLTEL's rate centers as approved by the State Commission.
- 8.2 ALLTEL's and MCIW's porting rate center areas must comprise identical geographic locations and have common boundaries.
- 8.3 Telephone numbers associated with ALLTEL Official Communications Services (OCS) NXXs will not be ported.
- 8.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

9.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 9.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for MCIW to request that SPNP be deployed in ALLTEL exchanges that are not then capable of LRN query service.
- 9.2 MCIW may request that SPNP be deployed by ALLTEL in its switches located in the MSAs. ALLTEL will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch. BFR with respect to opening an ALLTEL switch for SPNP must be made in the form of a letter from MCIW to:

ALLTEL
Attn: Wholesale Services
1 Allied Drive, B4F4NB
Little Rock, AR 72202

9.3 The BFR must specify the following:

- 9.3.1 The MSA in which requested switch (es) are located.
- 9.3.2 ALLTEL switch (es), by CLLI codes, which are being requested to become SPNP capable.
- 9.3.3 Specific, resident NXX codes requested to open in each ALLTEL switch on the BFR.
- 9.3.4 The date when SPNP capability is requested for each ALLTEL switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines.
- 9.3.5 CLLI and NXXs of MCIW's switches serving the exchanges associated with the relevant ALLTEL switches.

ATTACHMENT 15: RESERVED FOR FUTURE USE

ATTACHMENT 16: RESERVED FOR FUTURE USE

ATTACHMENT 17: RESERVED FOR FUTURE USE

ATTACHMENT 18: PERFORMANCE MEASURES**1.0 General**

1.1 ALLTEL will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement and or are required by law or regulation. In addition, ALLTEL's performance under this Agreement shall be provided to MCIW at parity with the performance ALLTEL provides itself for like service(s).

1.2 The Parties agree that Performance Measurements shall govern:

1.2.1 Monitoring and statistical testing of service quality measurements for performance parity between the service provided by ALLTEL and MCIW and service provided by ALLTEL to itself.

1.2.2 Reporting of performance and comparison to established thresholds.

1.2.3 The definitions, computational methodology and business rules applicable to all measurements.

1.2.4 Self-enforcing non-exclusive remedies (or incentives), as may be mutually agreed to by the Parties, in the event that ALLTEL fails to meet its performance obligations.

1.3 Terms associated with Performance Objectives:

1.3.1 "Performance Measurements" shall be defined as the methodology for characterizing the quality, accuracy and/or timeliness of support delivered by ALLTEL and MCIW. "Performance Measurement Result" shall mean the numerical value produced through application of the appropriate methodology to the monthly monitoring data ALLTEL captures.

1.3.2 A "Benchmark" is defined as a preset and minimally acceptable absolute value for a Performance measurement. Benchmarks shall be established for all Performance Measurements that do not apply a parity standard. The Parties may, by mutual agreement, employ a benchmark standard even when a retail analog may exist for comparison.

1.4 Reporting and Data Retention:

1.4.1 Each month (or quarter) ALLTEL shall capture and retain all the available data and perform all calculations in a manner consistent with the performance standards specified herein and provide MCIW with the disaggregated performance measurement results specific to MCIW for each performance measurement at level of detail specified for each performance measurements as documented in section 2.0 including the disaggregated performance Measurement Results specified to ALLTEL for each Performance Measurement documented in section 2.0 that has a parity performance standard.

2.0 Interconnection**2.1 Trunk Provisioning Intervals****2.1.1 Access Service Request (ASR)**

Positive acknowledgment of receipt of a non-valid ASR will be made within two business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

2.1.2 **Firm Order Confirmation (FOC)**

A FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. If facilities are not available, ALLTEL will notify MCIW. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

2.1.3 **Performance Expectation**

Provided the conditions are met under 2.1.1 and 2.1.2 proceeding, ALLTEL's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.2 **Trunking Grade of Service**

2.2.1 **Exchange Access (IXC Toll Traffic)**

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

2.2.2 **All Other**

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 **Performance Expectation**

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, ALLTEL's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 **Trunk Service Restoration**

2.3.1 **Service Affecting**

Service affecting trunk service trouble will be responded to within one hour (1) of trouble notification. Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 **Non Service Affecting**

Non- service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

2.3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution

will be implemented within thirty (30) days. Specific time frames will be listed relative to performance.

3.0 Maintenance Intervals

3.1. Service Affecting

Service affecting maintenance trouble will be responded to within one hour (1) of trouble notification.

3.2 Non-Service Affecting

Non-service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

3.3 Performance Expectation

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time frames will be listed relative to performance.

4.0 Local Service Provisioning Intervals

4.1 Local Service Request (LSR)

Positive acknowledgement of receipt of a non-valid LSR will be made within two business days, provided the LSR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time). The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

4.2 Local Service Request Confirmation (LSCN)

An LSCN confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid LSR subject to facility availability.

4.3 Performance Expectation

Provided the conditions are met under 4.1. and 4.1. proceeding, ALLTEL's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

- 1.1 **When Applicable.** A Bona Fide Request (BFR) must be used when MCIW requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.
- 1.2 **Details Required.** A BFR shall be submitted in writing by MCIW and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that ALLTEL has sufficient information to analyze and prepare a response. Such a request also shall include MCIW's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 **MCIW Cancellation.** Although not expected to do so, MCIW may cancel, without penalty, a BFR in writing at any time. ALLTEL will then cease analysis of the request.
- 1.4 **ALLTEL Acknowledgement.** Within two (2) business days of its receipt, ALLTEL shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 **Preliminary Analysis Delivery and Details.** Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, ALLTEL shall provide to MCIW a preliminary analysis of the BFR. The preliminary analysis will include ALLTEL's proposed price (plus or minus 25 percent) and state whether ALLTEL can meet MCIW's requirements, the requested availability date, or, if ALLTEL cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why ALLTEL is not able to meet MCIW's requested availability date. ALLTEL also shall indicate in this analysis its agreement or disagreement with MCIW's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If ALLTEL does not agree with MCIW's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay ALLTEL's process of the request. If ALLTEL determines that it is not able to provide MCIW with a preliminary analysis within twenty (20) days of ALLTEL's receipt of a Bona Fide Need request, ALLTEL will inform MCIW as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 **Firm Quote Delivery.** As soon as possible, but in no event more than forty-five (45) days after receipt of the request, ALLTEL shall provide MCIW with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 **Pricing Principles.** Unless MCIW agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by MCIW.
- 1.8 **Acceptance or Rejection of Firm Quote.** Within thirty (30) days after receiving the firm BFR quote from ALLTEL, MCIW will notify ALLTEL in writing of its acceptance or rejection of ALLTEL's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if ALLTEL responds that it cannot or will not offer the requested item in the BFR and MCIW deems the item essential to its business operations, and deems ALLTEL's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.
- 1.9 **Amendment.** Upon MCIW's acceptance of the firm quote by ALLTEL, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

ATTACHMENT 20: DEFINITIONS

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

“Access Service Request” or “ASR” means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between ALLTEL and for local interconnection.

“Act” means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“ALLTEL” has the meaning set forth in the preamble.

“Ancillary Services” are services which support but are not required for interconnection of telecommunications networks between two or more parties, e.g., 911, DA, and Directory Services.

“MCIW” has the meaning set forth in the preamble.

“Automatic Location Identification” or “ALI” is a feature developed for E911 systems that provides for a visual display of the caller’s telephone number, address, and the means of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in the National Number Association (NENA) version #2 format.

“Automatic Location Identification/Data Management System” or “ALI/DMS” means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“Calling Party Number” or “CPN” is a feature of Signaling System 7 (“SS7”) protocol whereby the 10-digit number of the calling party is forwarded from the end office.

“CLASS (Custom Local Area Signaling Service) and Custom Features” means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

“Commission” or “PUC” or “PSC” means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers (“LECs”) as defined in the Act.

“Common Channel Signaling” or “CCS” means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

“Confidential Information” has the meaning set forth in §6.0 of the General Terms and Conditions.

“Contract Year” means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

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

“Customer Proprietary Network Information” or **“CPNI”** means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

“Demarcation Point” is the point where the control, but not necessarily the ownership of Intra-Premises Wiring changes from the carrier to the building owner or service subscriber and or as defined 47 C.F.R. Sec. 68.3.

“Discloser” means that Party to this Agreement, which has disclosed Confidential Information to the other Party.

“E911 Service” is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

“Effective Date” is the date indicated in the Preface on which the Agreement shall become effective.

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

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

“Enhanced White Pages Listings” means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

“Exchange” is the geographic territory delineated as an exchange area for ALLTEL by official commission boundary maps.

“Exchange Access” is defined in the Act.

“Exchange Services” are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

“FCC” means the Federal Communications Commission.

“ICB” means individual case basis.

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

“Interconnection” has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

“Interconnection Agreement” means the agreement between the Parties entitled “Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996,” dated July 16, 1996.

“Interexchange Carrier” or **“IXC”** means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

“InterLATA” has the meaning given the term in the Act.

“**Interconnection Point**” or “**IP**” is a mutually agreed upon point of demarcation where the networks of ALLTEL and MCIW interconnect for the exchange of traffic.

“**IntraLATA Toll Traffic**” means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

“**Intra-Premises Wiring**” means all facilities owned or controlled by ALLTEL on private property from the point where the facility crosses the property line to the point of demarcation as defined in 47 C.F.R. Sec. 68.3

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

“**Local Exchange Carrier**” or “**LEC**” means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

“**Local Service Provider**” or “**LSP**” means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

“**Local Service Request**” or “**LSR**” means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities associated with unbundled Network Elements.

“**Multi-Tenant Environment (MTE) Terminals**” are accessible terminals within a building in an MTE environment or physically attached to a building in a MTE environment for access to ALLTEL provided subloops or intra-building wiring from an ALLTEL MTE accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location.

“**Network Interface Device (NID)**” is a cross-connect used to connect loop facilities to inside wiring.

“**911 Service**” means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 services collect 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.

“**Operating Company Number**” or “**OCN**” means nationally recognized company codes set forth in Telcordia 's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

“**Parties,**” means ALLTEL and MCIW collectively.

“**Party**” means either ALLTEL or MCIW as applicable.

“**P.01 Transmission Grade of Service**” means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

“**Percent Interstate Local Usage**” or “**PLU**” is a calculation which represents the ratio of the local minutes to the sum of local intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

“**Public Safety Answering Point**” or “**PSAP**” is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

“**Recipient**” means the Party to this Agreement, which has received Confidential Information from the other Party.

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

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

"Single Point of Interconnection (SPOI)" is a cross connect device that provides nondiscriminatory access for cross connection to all subloops element and units within an MTE.

"Subloop" means any portion of the loop that is technically feasible to access at terminals in the loop that is technically feasible to access at terminals in ALLTEL's outside plant, including inside wire.

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

"Telecommunications" has the meanings given in the Act.

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

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

"Work Locations" means any real estate that ALLTEL owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 21: ACRONYMS

ALLTEL	Kentucky ALLTEL, Inc
AMA	Automated Message Accounting
ASR	Access Service Request
BFR	Bona Fide Request
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
LSP	Local Service Provider
LSR	Local Service Request
MCIW	MCI WORLDCOM Communications, Inc.
MPOE	Minimum Point of Entry
MSA	Metropolitan Statistical Area
MTE	Multi-Tenant Environment
MTP	Message Transfer Part
MTS	Message Telephone Service
NID	Network Interface Device
TUC	Texas Utilities Commission
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission

PUC	Public Utilities Commission
RDBS	Routing Data Base Systems
SLC	Subscriber Line Charge
SONET	Synchronous Optical Network
SPOI	Single Point of Interconnection
SPNP	Service Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part
TRADS	Telcordia Rating Administrative Data Systems
YPPA	Yellow Page Publishers Association