

**ORIGINAL**

*Thomas, Thomas, Armstrong & Niesen*  
*Attorneys and Counsellors at Law*

SUITE 500  
212 LOCUST STREET  
P. O. Box 9500  
HARRISBURG, PA 17108-9500

www.ttanlaw.com

FIRM (717) 255-7600

FAX (717) 236-8278

D. MARK THOMAS

Direct Dial: (717) 255-7619

E-Mail: dmthomas@ttanlaw.com

CHARLES E. THOMAS  
(1913 - 1998)

**DOCUMENT FOLDER**

SECRETARY'S BUREAU

2003 DEC 22 PM 3:57

RECEIVED

December 22, 2003

**DOCKETED**

FEB 03 2004

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

In re: Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252  
of the Telecommunications Act of 1996  
Docket No. A-310489 F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of the Answer of ALLTEL  
Pennsylvania, Inc. to the Petition for Arbitration of Cellco Partnership d/b/a Verizon Wireless in  
the above referenced proceeding.

Copies of the Answer have been served in accordance with the attached Certificate of  
Service.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By



D. Mark Thomas

Enclosures

cc: Certificate of Service  
Stephen B. Rowell, Esquire (w/encl.)  
Lynn Hughes (w/encl.)

**ORIGINAL**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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2003 DEC 22 PM 3:57  
SECRETARY'S BUREAU

Petition of: )  
)  
Cellco Partnership d/b/a Verizon Wireless )  
For Arbitration Pursuant to Section 252 of the )  
Telecommunications Act of 1996 )

Docket No. A-310489

A-310489F7004

**RESPONSE OF ALLTEL PENNSYLVANIA, INC. TO THE PETITION FOR  
ARBITRATION OF CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

Pursuant to Section 252 of the Telecommunications Act of 1996 ("Act"), ALLTEL Pennsylvania, Inc. ("ALLTEL") respectfully submits this response to the Petition of Verizon Wireless ("Verizon" or "Verizon Wireless") for Arbitration in the above-entitled matter. ALLTEL denies each and every allegation contained in the Petition except as hereinafter admitted, modified or otherwise pled.

**DOCKETED**  
FEB 03 2004

**INTRODUCTION**

ALLTEL is a Pennsylvania corporation, which has been certificated by the Pennsylvania Public Utilities Commission ("Commission") to provide local exchange services and other telecommunications services within certain local service areas in the Commonwealth of Pennsylvania. As such, ALLTEL is an incumbent local exchange carrier ("ILEC") within the meaning of the Act.

Verizon Wireless has requested that ALLTEL negotiate regarding the prices, terms and conditions of an interconnection agreement pursuant to § 252 of the Act regarding ALLTEL's local service areas in the Commonwealth of Pennsylvania. The parties have negotiated, resolved and agreed upon contract language regarding many issues. Despite good faith bargaining by ALLTEL, the parties have not been able to

resolve all issues. Verizon Wireless filed a *Petition* for Arbitration with the Commission on November 26, 2003. The *Petition, however,* is deficient as it does not accurately reflect all issues that are resolved or unresolved between the parties. The Act places the explicit duty on the petitioner for arbitration to provide the state commission with:

All relevant documentation concerning -----

- (i) the unresolved issues;
- (ii) the position of each of the parties with respect to these issues; and
- (iii) any other issue discussed and resolved by the parties.

The *Petition, however,* misrepresents the status of the negotiations that took place between the parties, fails to document the proper positions of ALLTEL, leaves the issues confused, and acts to shift the burden of this duty of the petitioner to the non-petitioning party. Verizon's list of issues is incomplete and it has failed to provide documentation that properly reflects all of the other issues that were discussed and resolved in the course of negotiations. Verizon attaches a document that in itself reveals in some respects issues not identified in the *Petition* and other unresolved issues not identified in the *Petition* or not determinable except by comparison to documents not provided by Verizon.

ALLTEL has not agreed to utilize all the terms of Verizon's Exhibit 1 draft agreement, and the draft agreement does not reflect the actual course of all the negotiations or the status of the issues between the parties. As a result, it is clear that resolution through arbitration of only the 14 issues presented by the Petitioner will not result in or resolve an interconnection agreement between the parties, because there are many additional incompatible provisions between the parties. There are simply many other issues which were resolved and not reflected in Verizon's Exhibit 1 or were

discussed but not resolved that Verizon has failed to identify and misrepresents as resolved.

While it is not the duty of the responding company to fulfill those requirements established by the Act that are the responsibility of the petitioner in an arbitration, without waiving its rights with respect to the inadequacy of the petition, ALLTEL has identified additional unresolved issues in this Response and attached as Exhibit A, a draft agreement which reflects ALLTEL's position on unresolved issues and indicates by underlining or hi-lighting ALLTEL's proposed language with respect to all issues that ALLTEL believes to be unresolved between the parties.

Further, while discussed elsewhere herein, as this proposed interconnection agreement includes terms with respect to indirect traffic termination through Verizon Pennsylvania, Inc. (Verizon – PA), another ILEC, (Verizon - PA) necessarily other terms and conditions related to the indirect arrangement must be resolved with Verizon - PA, the transiting company. Therefore, complete resolution of the issues between Verizon Wireless and ALLTEL is also dependent on addressing matters that require agreements with Verizon - PA. Agreements with Verizon Wireless cannot be finalized or at least not effective prior to resolution of the necessary terms and conditions with Verizon - PA that arise as a result of the indirect interconnection terms and conditions sought by Verizon Wireless.

## **RESPONSE TO PETITION**

### **PARTIES**

1. Verizon's allegations in Paragraph 1 do not require a response.

2. ALLTEL admits the allegations of Paragraph 2, except that copies of all correspondence, notices, inquiries and orders regarding this Petition should also be sent to:

Stephen Rowell  
Senior Vice President – State Government Affairs  
ALLTEL Corporate Services  
One Allied Drive  
Little Rock Arkansas 72202  
Telephone: 501 905 8460  
Facsimile: 501 905 4443  
Email: Stephen.B.Rowell@alltel.com

### **BACKGROUND**

3. With respect to the allegations of paragraph 3 of the Petition, ALLTEL admits that on January 14, 2003, Verizon Wireless provided ALLTEL a letter with respect to negotiation of an interconnection agreement with ALLTEL for Pennsylvania. ALLTEL admits that the parties' then-existing interconnection agreement was to terminate at the latest, on March 16, 2003. However, as demonstrated in Case No C-20039321, a proceeding concerning a complaint filed against Verizon - PA by ALLTEL and an action by Verizon Communications against Verizon Wireless, with respect to Verizon - PA ceasing to pay ALLTEL under the IntraLATA Toll Origination Plan ("ITORP") for Verizon Wireless originated traffic terminated on ALLTEL by Verizon PA (the "Complaint Proceeding"), the agreement may have actually terminated on September 26, 2002 as a result of an earlier notice from ALLTEL to Verizon Wireless. ALLTEL admits that Verizon Wireless provided another communication to ALLTEL dated February 28, 2003. The details and effect of that communication speak for themselves. ALLTEL admits the parties discussed a possible exchange of letters stating that the agreement

would continue to be effective while the parties negotiated a successor agreement, which exchange never occurred. ALLTEL admits that a subsequent discussion occurred on March 20, 2003 regarding amending the prior agreement to continue on a month-to-month basis while the Complaint Proceeding continued regarding ALLTEL's dispute with Verizon Communications over the ITORP Plan. However, the parties never executed such an agreement. ALLTEL has consistently asserted that with respect to indirect traffic, ALLTEL must be compensated pursuant to the Pennsylvania Public Utility Commission approved ITORP until an interconnection agreement is negotiated with terms, conditions and rates that supercede ITORP and are approved to do so by the Commission. The terminated interconnection agreement between ALLTEL and Verizon Wireless did not at any time change or supercede the ITORP settlement process. Thus, the termination of the agreement did not alter this compensation method or ALLTEL's position. This issue is the subject of the Complaint Proceeding. Without waiving its rights with respect to ITORP compensation; however, ALLTEL has been negotiating with Verizon Wireless with respect to the terms of an agreement for both direct and indirect traffic that would with respect to Verizon Wireless originated traffic, if approved by the Commission, replace the ITORP compensation mechanism, subject to necessary agreements with Verizon – PA being negotiated also. All other allegations of paragraph 3 are denied.

4. With respect to the allegations of paragraph 4 of the Petition, ALLTEL admits that the parties have continued to exchange correspondence and negotiate, that Verizon Wireless provided ALLTEL a proposal in response to ALLTEL's negotiation documents on April 4, 2003, and that ALLTEL requested further negotiations on May 19, 2003.

ALLTEL, affirmatively states however, that it provided a proposed interconnection agreement to Verizon Wireless on November 25, 2002, but Verizon Wireless did not provide its responses to ALLTEL's interconnection agreement until 131 days later, on April 4, 2003, and that ALLTEL attempted to schedule a conference call on May 19, 2003 to discuss the agreement and Verizon's April 4<sup>th</sup> responses. Verizon representatives stated they were unavailable on the proposed date and never suggested alternatives. Further, as asserted by Verizon, in paragraph 6 of its *Petition*, "The parties held negotiations telephonically on October 17, November 18, 20, and 21." Further, consistent with Verizon's allegations in paragraph 6 of the *Petition*, the parties have been engaged in negotiations subsequent to May 19, 2003. ALLTEL denies all other allegations of Paragraph 4.

5. With respect to the allegations of paragraph 5 of the *Petition*, ALLTEL admits that Verizon Wireless provided ALLTEL a communication with respect to negotiation of a successor interconnection agreement on June 23, 2003. ALLTEL admits that by communication on August 15, 2003, ALLTEL notified Verizon - PA that its prior agreement with Verizon Wireless had terminated and because the terminated interconnection agreement had been Verizon PA's only alleged reason (which ALLTEL disputed) for not paying since April 2002, in accordance with ITORP, ALLTEL again demanded that Verizon - PA pay ALLTEL for Verizon Wireless originated traffic terminated by Verizon - PA to ALLTEL under ITORP. ALLTEL admits that Verizon Wireless, on September 8, 2003, offered to compensate ALLTEL on an interim basis pursuant to the Verizon Wireless interpretation of the terms of the prior interconnection agreement until the parties could negotiate or arbitrate a successor interconnection

agreement, and to make these payments subject to a true-up after a final rate is established pursuant to this proceeding. ALLTEL admits that Verizon Wireless submitted a payment to ALLTEL on November 5, 2003 with respect to the payments and Verizon stated that it had determined that reciprocal compensation was due ALLTEL net of the reciprocal compensation ALLTEL purportedly owed Verizon Wireless. While ALLTEL accepted the payments from Verizon Wireless, it did so, notifying Verizon Wireless that ITORP was still applicable and Verizon's reciprocal compensation calculations would not apply to this indirect traffic. All other allegations of paragraph 5 of the Petition are denied.

6. With respect to the allegations of paragraph 6 of the Petition, ALLTEL admits that the parties have exchanged drafts of a successor interconnection agreement and have continued negotiations. ALLTEL admits that the parties have been unable to reach accord with regard to all aspects of the interconnection and reciprocal compensation arrangements between the parties. All other allegations of paragraph 6 are denied.

#### **JURISDICTION**

With respect to the allegations of paragraph 7 of the Petition, ALLTEL admits that Verizon's most recent request for negotiation was dated June 23, 2003, that § 252 of the Act requires that a Petition for Arbitration must be filed between the 135<sup>th</sup> and 160<sup>th</sup> day after the date on which an incumbent local exchange carrier receives a request for negotiation and that the Petition was timely filed.

#### **AGREEMENT**

8. Verizon Wireless alleged the following in paragraph 8 of the Petition: "A copy of the current version of the Interconnection and Reciprocal Compensation Agreement



being negotiated by the Parties (the “Agreement”) is attached hereto as Exhibit 1. The underlined, text, in redline form, represents language that has not been agreed to by both Parties.”

ALLTEL RESPONSE: The version of the Interconnection and Reciprocal Compensation Agreement submitted as Exhibit 1 to the Petition does not accurately reflect the status of the negotiations between the parties in this proceeding. There are additional unresolved issues not reflected in Exhibit 1 to the Petition, which would need to be addressed in this arbitration. While Verizon’s Petition only identifies 15 issues as being subject to dispute, ALLTEL has identified over 30 issues that must be addressed. The additional unresolved issues identified by ALLTEL are set forth later in this Response as Additional Unresolved Issues.

### **ISSUES TO BE ARBITRATED** **OVERVIEW**

9. Verizon alleged the following in paragraph 9: “There is no threshold dispute that the Parties are each subject to the Act. Thus, the parties agree that:
- a) CMRS providers such as Verizon Wireless are “telecommunications carriers” within the meaning of Section 251 (a) of the Act;
  - b) ALLTEL is a “telecommunications carrier” within the meaning of Section 251 (a) of the Act; and
  - c) ALLTEL is an incumbent local exchange carrier within the scope of the Parties’ respective rights and obligations pursuant to the Act.”

ALLTEL RESPONSE: ALLTEL admits the allegations in paragraphs 9 (a) and (b) and with respect to paragraph (c), ALLTEL admits that it is an incumbent local exchange carrier pursuant to the Act. All other allegations of the paragraph are denied.

10. Verizon alleged the following in paragraph 10 of the Petition: “There is considerable disagreement, however, over the scope of the Parties’ respective rights and obligations pursuant to the Act.”

ALLTEL RESPONSE: ALLTEL admits that there are unresolved issues among the parties in this proceeding. All other allegations are denied.

11. Verizon alleges the following in paragraph 11 of the Petition: “Section 252 (a) of the Act requires all telecommunications carriers to interconnect, directly or indirectly, with the facilities and equipment of other telecommunications carriers. 47 U.S.C. § 252 (a). Section 252 (b)(5) of the Act imposes a duty on all local exchange companies to establish reciprocal compensation arrangements for the transport and termination of telecommunications. 47 U.S.C § 252 (b)(5). Even prior to the passage of the 1996 Act, the FCC’s rules required that “a local exchange carrier shall pay reasonable compensation to a commercial mobile radio service provider in connection with terminating traffic that originates on facilities of the local exchange carrier”. Despite these clear directives, the Parties have reached an impasse on whether reciprocal compensation should apply to the exchange of traffic. Specifically, ALLTEL denies any responsibility to pay the costs associated with transport and tandem switching charges for traffic that originates on ALLTEL’s network and terminates on the network of Verizon Wireless where the parties are interconnected indirectly.”

ALLTEL RESPONSE: The laws and rules speak for themselves. ALLTEL denies all allegations of paragraph 11 of the Petition to the extent inconsistent with the referenced law and rules and to the extent they conflict with ALLTEL's allegations set forth elsewhere in this Response.

12. Verizon alleges the following as paragraph 12 of the Petition: "Section 51.701 (e) of the FCC's rules defines the reciprocal compensation required by Section 252 (b) of the Act as an arrangement "in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier." 47 C.F.R. §51.701 (e). Moreover, the FCC has prohibited the imposition of access charges on intraMTA traffic exchanged between a CMRS carrier and a LEC: "We reiterate that traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251 (b)(5), rather than interstate or intrastate access charges." The FCC has made clear that access charges are only appropriate where LECs and CMRS providers route traffic through the facilities of an interexchange carrier, as opposed to a transiting LEC."

ALLTEL RESPONSE: The laws and rules speak for themselves and therefore, ALLTEL denies all allegations to the extent they conflict with any applicable law and rules and ALLTEL's statements set forth elsewhere in this Response. ALLTEL denies that Verizon is quoting the FCC's rules in their entirety. ALLTEL denies all other allegations in this paragraph to the extent that they are irrelevant to any issues subject to dispute in this proceeding.

13. Verizon alleges the following as paragraph 13 of the Petition: “ALLTEL appears willing to provide dialing parity for Verizon Wireless’s NPA-NXX codes that are locally rated for the purposes of ALLTEL’s own locally rated numbers and numbers, which are, afforded EAS treatment. However, it is unclear whether ALLTEL agrees that it is compelled to provide such dialing parity pursuant to its LEC obligations under Section 251 (b)(3) of the Act. The parties’ disagreement may affect the pricing that applies to indirect traffic, and the pricing for indirect traffic therefore unquestionably remains open.”

ALLTEL RESPONSE: The issue of dialing parity is moot, because ALLTEL has agreed to provide dialing parity. There is no pricing issue between ALLTEL and Verizon Wireless with respect to any aspect of Dialing Parity service that either may provide the other and, therefore, the allegations of this paragraph with respect to pricing are irrelevant to this proceeding.

14. Verizon alleges in paragraph 14 of the Petition that the following paragraphs of the Petition set forth the issues to be arbitrated. As stated earlier, the Petition only reflects some of the outstanding unresolved issues. Verizon’s Petition only identifies 15 issues as being subject to dispute, in reality, over 30 issues must be addressed. The additional unresolved issues are set forth later in this Response. The following section of this response addresses the 15 Verizon Petition identified issues.

## **INTERCONNECTION OBLIGATIONS**

### **VERIZON ISSUE 1**

Issue 1: Are Rural LECs subject to the negotiation and arbitration process set forth in Section 252 (b) for disputes under Section 251 (b)(5) for traffic indirectly exchanged between CMRS providers?

Verizon Wireless's Position: Yes. The arbitration process of Section 252 (b) applied to any disputes arising under Section 252 (a)-(c).

ALLTEL's Alleged Position: No. Arbitration and pricing requirements of Section 252 do not apply to indirect interconnection unless specifically covered by an agreement.

ALLTEL's Actual Position: The issue of whether compensation for indirect traffic applies absent an agreement is moot and not subject to arbitration in this proceeding because the parties have agreed that reciprocal compensation will be included in the interconnection agreement as provided in Petition Exhibit A Attachment 2, section 2.1.5. In its discussion in paragraph 16 of the Petition, Verizon addresses ALLTEL's rural status. To the extent Verizon is seeking and obtains interconnection, exchange of traffic and reciprocal symmetrical compensation in this proceeding with respect to both direct and indirect traffic, consistent with the law, ALLTEL is not asserting its rural company exemption and does not anticipate applying for a 2% rural carrier suspension or modification. However, if it were determined that ALLTEL will be required, which it clearly should not, to extend facilities or bear the costs of use of facilities to extend its delivery of traffic outside of its network and local exchange area, regardless of the distance and costs imposed on ALLTEL by Verizon's chosen location for its network, then ALLTEL reserves the right to assert its rural exemption and to seek a suspension or modification as a 2% rural carrier.

## VERIZON ISSUE 2

Issue 2: Do the FCC's rules interpreting the scope of an ILEC's reciprocal compensation obligations under 252 (b)(5) apply to IntraMTA traffic that is exchanged indirectly through a third-party LEC's Tandem facilities?

Verizon Wireless's Position: Yes. The FCC's reciprocal compensation rules apply to all traffic defined as "telecommunications traffic" by 51.701 (b)(2) of the FCC's rules.

ALLTEL's Alleged Position: Unclear. While ALLTEL agrees that indirect traffic may be subject to an interconnection agreement, it is unclear to what extent it is required to pay for the costs of transport and termination in the land to mobile direction.

ALLTEL's Actual Position: This is a moot issue and not subject to arbitration.

The parties have reached agreement that reciprocal compensation will apply to intraMTA traffic.

### **VERIZON ISSUE 3 (a)**

Issue 3 (a): Does Section 252 (b)(5) impose an obligation on the originating LEC to pay a CMRS provider for its traffic when it transits the network of a third party LEC and terminates on the network of a CMRS provider?

Verizon Wireless's Position: Section 251 (b)(5) obligates the originating carrier to bear the costs of transport and termination, for telecommunications traffic terminated on a CMRS provider's network.

ALLTEL's Alleged Position: Section 251 (b)(5) does not require the originating LEC to pay charges for indirect telecommunications traffic from its subscribers that terminates on another carrier's network.

ALLTEL's Actual Position: This issue is also moot and not subject to arbitration as the parties have agreed to reciprocal compensation for indirect traffic exchanged between a third party tandem. Petition Exhibit A, Attachment 2, section 2.1.5 addresses this agreement.

### **VERIZON ISSUE 3 (b)**

Issue 3 (b): Pursuant to Section 251 (b)(5), is a LEC required to pay any transit charges on traffic it originates indirectly to a CMRS provider?

Verizon Wireless's Position: The FCC's rules obligate the originating carrier to pay transit charges due third-party carriers for telecommunications traffic terminated on a CMRS providers network.

ALLTEL's Alleged Position: Section 252 (b)(5) does not require originating LECs to pay transit charges for indirect telecommunications traffic from its subscribers that terminates on another carrier's network.

ALLTEL's Actual Position: Section 251(b)(5) of the Act, referred to by Verizon, addresses reciprocal compensation arrangements for the transport and termination of telecommunications traffic and as further defined in 47 C.F.R. §51.701(b)(2), which specifies the compensation of transport and termination of telecommunications traffic between a LEC and a CMRS provider that originates and terminates within the same Major Trading Area. This FCC rule clearly outlines the requirements between a LEC and CMRS provider, not a third party. This issue has been decided by state commissions. The New York Public Service Commission, for example, has ruled that Independents are currently responsible for bringing meet-point facilities to their borders only consistent with the long standing arrangement in place today for trunks used in the provision of local calling between the Independent ILECs and Verizon. ILEC responsibility is limited to delivering traffic to its service area borders. Competing carriers must either provide their own interconnection facilities or lease facilities to the meet-point. If call volumes between an Independent ILEC and a CMRS provider go beyond the small volume level, the CMRS provider should be responsible for establishing direct trunking. A DS1 or T-1 level is a reasonable standard for triggering dedicated transport since it represents a standard unit of network capacity, is an efficient network design, and is generally acceptable to most

parties. Verizon Wireless has signed interconnection agreements with Independent ILECs in New York agreeing to pay any third party tandem switching and tandem transport charges that may be assessed by the tandem operator to deliver land-originated traffic from the independent LEC's exchange boundary to the wireless carrier.

Exhibit A, Attachment 2, Section 2.1, as filed and referenced in paragraph 24 of the Petition, addresses transport and termination of traffic of a Verizon Wireless Virtual NPA-NXX within an ALLTEL rate center. In this situation Verizon Wireless has established an NPA-NXX within an ALLTEL rate center to receive local calling from ALLTEL customers and the associated switch for this NPA-NXX is located outside of the ALLTEL territory, thus causing indirect routing of all traffic to this NPA-NXX that is rate centered within an ALLTEL territory. This routing configuration has not historically existed in the telecommunications industry in establishing local calling between telecommunications companies. For example, in an EAS arrangement, each of the LECs NPA-NXXs that are included in the local calling area are in separate and distinct rate centers and are directly connected. ALLTEL should not incur any third party charges associated with the routing of traffic to Verizon merely due to Verizon's choice of a distant network location. Verizon Wireless has specifically chosen not to establish direct interconnection facilities to ALLTEL and is attempting to place the costs upon ALLTEL and ultimately upon ALLTEL's customers to reach its facilities.



The interconnection obligations established in the Act and set forth in the FCC's rules address interconnection with a LEC's network and interconnection within the LEC's service area. LECs have no obligations to establish interconnection with other carriers or provide interconnection services at a geographic point *outside of their networks or in areas where the LECs do not provide LEC service.* Accordingly, the interconnection obligations and responsibilities of ALLTEL do not extend beyond its network and service areas. ALLTEL is not responsible for deployment or provisioning of network facilities or services for transport of telecommunications beyond its own network.

No LEC is obligated to provide interconnection at points that are not within its network service area. A LEC's interconnection responsibilities are related exclusively to its existing network and service area. The position of Verizon Wireless threatens the viability of ALLTEL and the very fundamental precepts of universal service. Verizon Wireless suggests that ALLTEL must take financial responsibility to deploy or use a transport facility to take traffic originated by its customers to a point of interconnection with Verizon Wireless at any point designated by Verizon Wireless, irrespective of the distance from ALLTEL's network to that point.

Verizon Wireless has no interconnection right to demand that ALLTEL obtain a service from Verizon Wireless in PA for which ALLTEL must pay Verizon Wireless in PA to transport traffic beyond ALLTEL's network. Nor does ALLTEL have any obligation to establish an interconnection point with Verizon Wireless at a point

outside of ALLTEL's network service area. Consistent with applicable statutes and regulations, ALLTEL's only obligation in this regard is to establish an interconnection point with other requesting carriers at an established technically feasible point on ALLTEL's network.

Verizon Wireless has not elected to establish an interconnection point on each of ALLTEL's segregated networks, but has voluntarily chosen to utilize the Verizon - PA transit arrangement. Therefore, Verizon Wireless is responsible for all Verizon - PA costs.

While Bell operating companies have been required to establish a single interconnection point with CMRS providers in a LATA, this point of interconnection is on the Bell network, not ALLTEL's network. While Verizon Wireless may wish otherwise, the FCC has not required a LEC to establish an interconnection point with another carrier at a point not on the LEC's network. The imposition of a requirement on ALLTEL to establish interconnection beyond its own network would be a requirement that is more onerous than any that has been applied to Bell companies to address competitive concerns in Bell service areas.

Interconnection obligations arise only with respect to the LEC's actual, existing network. To the extent that the Act requires a LEC to provide interconnection with its network, that interconnection arises only with respect to the LEC's existing network when the request is made. In the context of CMRS

interconnection, courts have also confirmed that interconnection obligations are established with respect to the LEC's existing network.

When a LEC does not carry traffic beyond its local boundary, it is permitted to assess a charge to the end user customer placing the call. In a matter between a CMRS provider and Qwest, the FCC concluded that Qwest could charge the CMRS provider for the delivery of such traffic:

“Moreover, although Qwest concedes that it must allow [the CMRS provider] to interconnect without charge at any point within an MTA that is within the LATA, Qwest disagrees that it must transport, free of charge, all calls made to [the CMRS provider] within the MTA to [the CMRS provider's] interconnection point. Qwest points out that, for calls made by its end users in local calling areas outside the local calling area where [the CMRS provider's] interconnection point resides, Qwest would ordinarily assess toll charges to those end users,.... We agree with Qwest that, pursuant to the *TSR Wireless Order*, if [the CMRS provider] wants to avoid having callers to its [mobile wireless] customer pay such charges..., it may enter into a wide area calling arrangement with Qwest.... We, therefore, conclude that Qwest is not prohibited from assessing [the CMRS provider] charges for such services.

*Memorandum Opinion and Order*, Mountain Communications, Inc., Complainant v. Qwest Communications International, Inc., Defendant, File No. EB-00-MD-017, released February 4, 2002 at para, 13, and *Order on Review*, released July 25, 2002 in the same proceeding.

The FCC referred to this arrangement under which Qwest delivered traffic to a distant interconnection point not within the local calling area of the originating wireline user as a “Wide Area Calling” service. The FCC described this service as “an arrangement that allows a [CMRS provider] to subsidize the cost of calls from a LEC’s customer’s to the [CMRS provider’s] customers, when completing such calls requires the LEC to transport them from one of its local calling areas to another of its local calling areas.”

It should be noted that in this proceeding the FCC further concluded that a LEC (Qwest) is not required to offer the so-called wide area calling arrangement to CMRS providers because “wide area calling services are not necessary for interconnection or for the provision of service by a [CMRS provider] to its customer,” and the FCC’s rules “do not require a LEC to offer such services at all.” Similarly, in this instance, the imposition of an obligation on any Independent ILEC to take financial responsibility for the transport of traffic to a CMRS provider beyond the ICO’s network point of interconnection is “not necessary for interconnection or for the provision of service by a [CMRS provider] to its customers.

#### VERIZON ISSUE 4

Issue 4: Does a third party transit provider “terminate” traffic within the meaning of Section 251 (b)(5)?

Verizon Wireless’s Position: No. The FCC has ruled that a transiting carrier is not the “terminating carrier” for the purposes of payment of reciprocal compensation charges to the originating carrier, but the originating carrier still must pay the terminating carrier for transport and termination.

ALLTEL's Alleged Position: Yes.

ALLTEL's Actual Position: It is not clear to ALLTEL what is the specific issue that Verizon seeks to arbitrate. It appears to be simply re-arguing Issue(s) 1 and/or 2. If this assumption is correct then ALLTEL's responses to those issues are incorporated herein by reference; however, if it is later determined to be another issue then such should be dismissed as it was not properly raised or ALLTEL should be allowed to respond.

### VERIZON ISSUE 5

Issue 5: Where a third party provider provides indirect interconnection facilities, must the interconnection agreement that establishes the terms and conditions for the exchange of the traffic between the originating and terminating carriers include the terms and conditions on which the originating carrier will pay the third party transiting provider for transiting service?

Verizon Wireless's Position: No. Reciprocal compensation sets up a system for two parties to establish arrangements and bill each other for traffic terminating on their respective networks.

ALLTEL's Alleged Position: Adequate contractual terms and conditions must be included in the interconnection agreement.

ALLTEL's Actual Position: While Verizon Wireless is requesting interconnection with ALLTEL, some of that interconnection will be and is through a third party, Verizon - PA. Because the third party transit provider may, for example, attempt to impose charges, it is important and necessary, as between originating and terminating carriers (ALLTEL and Verizon Wireless), to state in their agreement the terms and conditions and responsibility for compensation as to those transiting charges. This is essential in this instance, because ALLTEL, as explained in response to Issue 3(b) of this arbitration, is not responsible for

charges due to Verizon Wireless' choice of location and means of interconnection.

Further, while Verizon Wireless maintains that issues regarding Verizon - PA or any "transit" provider are irrelevant to the agreement between ALLTEL and Verizon Wireless, that position is not logical. The Verizon Wireless position might be plausible if Verizon Wireless proposed to arrange to use Verizon - PA trunks on a dedicated basis to transport its traffic and establish a direct point of interconnection with ALLTEL, but that, however, is not the case. Therefore, in the absence of mutual agreement, Verizon - PA cannot utilize its interconnection to ALLTEL to terminate Verizon Wireless traffic to ALLTEL. Nor could ALLTEL demand records from Verizon - PA with respect to traffic delivered. The concerns with respect to Verizon - PA are exacerbated by the fact that it has been permitted to maintain a "C trunk" connecting common trunk group to ALLTEL. It commingles traffic over this trunk group and, therefore, ALLTEL lacks the technical ability to identify the nature of the traffic on the terminating end. Only Verizon - PA is in such a position.

Interconnection on the switched telecommunications network does not occur in the absence of the establishment of proper terms and conditions. The indirect interconnection of Verizon Wireless to ALLTEL works today because the actual physical interconnection used (i.e., the interconnection between Verizon - PA and ALLTEL) was established under a framework of mutually agreed and commonly applied terms and conditions (ITORP). The indirect interconnection arrangement

cannot be altered in the absence of insuring that Verizon - PA maintains certain responsibilities that must be maintained in order for the indirect interconnection arrangement to function in an orderly manner. The terms and conditions must address: (a) establishment of trunking facilities and a physical interconnection point; (b) responsibility to establish proper authority for Verizon - PA to deliver traffic of third parties; (c) responsibility not to abuse the scope of traffic authorized by the arrangement (i.e., the transmission of unauthorized traffic); (d) provision of complete and accurate usage records; (e) coordination of billing and collection and compensation; (f) responsibilities to resolve disputes that will necessarily involve issues where the factual information is in the possession of Verizon - PA (e.g., how much traffic was transmitted, and which carrier originated the traffic); (g) responsibilities to act to implement network changes which alter or terminate the voluntary arrangement; and (h) responsibilities to coordinate appropriate actions in the event of default and nonpayment by a carrier transiting traffic. This list demonstrates the factual reality that a "transit" agreement will not and cannot work in the absence of established terms and conditions regarding the responsibilities and obligations of the transit carrier to the terminating carrier.

#### **VERIZON ISSUE 6**

Issue 6: Can CMRS traffic be combined with other traffic types over the same trunk group?

Verizon Wireless's Position: There is no technological reason for requiring CMRS provider traffic to be deliver over segregated trunk groups. It is also economically inefficient to require separate and distinct trunk groups for CMRS traffic.

ALLTEL's Alleged Position: ALLTEL traffic to CMRS should be segregated on separate trunks.

ALLTEL's Actual Position: This issue is moot. The interconnection agreement attached to the Verizon petition as Exhibit A, Attachment 2 §2.1.5, allows for the delivery and receipt of the indirect traffic to the CMRS provider over existing facilities. While Verizon Wireless additionally seems to imply that capacity will never be an issue, as discussed with respect to Issue 27 in this arbitration, a capacity threshold must be established at a DS-1 level.

### VERIZON ISSUE 7

Issue 7: Is an incumbent local exchange provider required to provide dialing parity to a CMRS provider's NPA NXXs that are locally rated where traffic is exchanged indirectly?

Verizon Wireless's Position: Yes. Where Verizon Wireless has local rated numbers to ALLTEL's subscribers local calling areas and extended local calling areas, CMRS originated calls should be afforded dialing parity and be treated as local calls.

ALLTEL's Alleged Position: ALLTEL has conceptually agreed to dialing parity for locally rated numbers, but the parties have not agreed to language.

ALLTEL's Actual Position: ALLTEL has agreed to dialing parity and is proposing the following changes to the language § 2.1.6 of Attachment 2 in Exhibit A to the Petition as follows: "ALLTEL shall treat CMRS NPA-NXXs which are local rated in an ALLTEL rate center or in an ALLTEL mandatory Extended Area Service rate center as local calls to its subscribers. ALLTEL shall afford local dialing parity to locally rated CMRS NPA-NXXs within an ALLTEL rate center or in an ALLTEL mandatory Extended Area Service rate center."

### VERIZON ISSUE 8



Issue 8: Should a LEC be required to share in cost of dedicated two-way interconnection facilities between its switch and the CMRS carriers switch?

Verizon Wireless's Position: Yes. Where the parties have agreed to construct or lease two-way interconnection facilities on a dedicated basis, both parties should share in their proportionate use of such facilities, regardless of whether such facilities extend beyond the LEC's rate center boundary of "interconnected network".

ALLTEL's Alleged Position: No. A LEC is only required to share the costs of facilities that are located within its franchise territory.

ALLTEL's Actual Position: This issue is re-arguing Issue 3 (b) and is simply another attempt by Verizon Wireless to shift a portion of Verizon Wireless' costs of network or transport that is beyond ALLTEL local exchange area and network onto ALLTEL and its customers. ALLTEL's response to Issue 3 (b) is incorporated herein by reference.

## **COMPENSATION**

### **VERIZON ISSUE 9**

Issue 9: What is the appropriate pricing methodology for establishing a reciprocal compensation rate for the exchange of indirect traffic?

Verizon Wireless's Position: Where a LEC uses a transit provider to originate traffic to a CMRS provider, the LEC is responsible for the costs of delivery and termination up to the network of the CMRS provider.

ALLTEL's Alleged Position: CMRS carriers must compensate ALLTEL for transport between the third party tandem and ALLTEL's network in addition to the reciprocal compensation rate that would apply for direct interconnection.

ALLTEL's Actual Position: It is not clear what Verizon is seeking to arbitrate in Issue 9. Verizon's issue summary seems to address the appropriate method for determining the rates for reciprocal compensation; however, Verizon's position

statement discusses delivery and termination costs. ALLTEL reserves the right to respond upon further clarification. If the issue is whether forward looking costs are to be used to determine the rates, the issue is moot, because ALLTEL is agreeing to provide a forward looking cost study prepared consistent with FCC rules. ALLTEL is supplying these costs studies to Verizon Wireless. If this issue, however, is addressing transiting costs, transiting costs is addressed in ALLTEL's Response to Issue 3 (b).

### VERIZON ISSUE 10

Issue 10: Can the Parties implement a traffic factor to use as a proxy for the mobile-to-land and land-to-mobile traffic balance if the CMRS provider does not measure traffic?

Verizon Wireless's Position: Yes. There are circumstances under which the Parties may need to use factors.

ALLTEL's Alleged Position: Unclear. ALLTEL may agree to the use of a traffic factor to estimate the amount of mobile to land traffic terminating on its network, but the actual ratio is still open.

ALLTEL's Actual Position: Contrary to Verizon's position on this Issue, Exhibit A, Attachment 3, Section 1.1 of the Petition provides that the Parties should use either actual call recordings or data (either Meet Point Billing Records or a report) provided by the transit provider for billing to the other party. ALLTEL does not need a factor for billing of traffic to Verizon Wireless. Consistent with the parties' negotiated language, actual recordings should be used where available. The billing of traffic based upon actual call detail records or a report from the transit provider produces an accurate bill for the traffic terminated to each party. The utilization of factors only provides an estimate for the billing of the traffic terminated on a party's network.

Verizon states, in paragraph 29 of its Petition, that in the interconnection agreement between Verizon Wireless and Verizon Pennsylvania “Verizon Wireless’s proposed language would enable both parties to utilize third-party billing records for traffic each party originates to the other party.” It is inconsistent and illogical that a factor is needed by Verizon Wireless as Verizon Wireless has agreed with Verizon - PA to utilize billing records.

### VERIZON ISSUE 11

Issue 11: Where a CMRS provider’s switch serves the geographically comparable area of ILEC tandem, can it charge a termination rate equivalent to a tandem rate for traffic terminated in the Mobile to Land direction?

Verizon Wireless’s Position: The switch of Verizon Wireless serves a geographically equivalent area as an ILEC tandem.

ALLTEL’s Alleged Position: Only where the parties are interconnected at an ALLTEL tandem.

ALLTEL’s Actual Position: Rates must be reciprocal and symmetrical. In some areas of Pennsylvania, ALLTEL’s network does not include an ALLTEL tandem, but instead the ALLTEL end office subtends another ILEC’s tandem. ALLTEL will, therefore, not be billing a tandem rate to Verizon at those locations. As ALLTEL will not be billing the tandem rate in those areas, if Verizon were to bill ALLTEL, tandem rates at those locations as it is attempting to do, Verizon’s rate would exceed ALLTEL’s rate and, therefore, the rates charged each other at those locations would not be reciprocal and symmetrical.

Verizon’s proposal violates the basic premise of §51.711 in its entirety because the rates would not be symmetrical and reciprocal. 47 C.F.R. § 51.711(a)(3)

refers to the “geographic area comparable to the area served by the incumbent LEC’s tandem switch”. The ILEC with the comparable geographic area and the tandem switching charge will not be a party to this agreement and § 51.711 addresses symmetrical reciprocal compensation between the two parties entering into an interconnection agreement. ALLTEL proposes to include its tandem rate in the reciprocal rates only when the network layout of ALLTEL includes an ALLTEL tandem and Verizon Wireless is connecting directly to the ALLTEL Tandem.

## VERIZON ISSUE 12

Issue 12: Should the Parties establish a factor to delineate what percentage of traffic is interMTA and thereby subject to access rates? If so, what should the factor be? (Appendix A.II)

Verizon Wireless’s Position: Yes. Verizon Wireless has negotiated interMTA factors with other similarly situated LECs in other states, and Verizon Wireless would expect a negotiated interMTA factor to be three (3%) or less.

ALLTEL’s Alleged Position: ALLTEL has not agreed to a precise interMTA factor, but have stated they could agree to a factor as part of an entire reciprocal compensation arrangement. However, Verizon Wireless does not know what ALLTEL would accept for a negotiated interMTA factor.

ALLTEL’s Actual Position: ALLTEL has already agreed to provide an interMTA factor, which includes traffic studies per §3.2.2 of Attachment 3 of Exhibit A of the Verizon Wireless Petition. Therefore, it is moot and arbitration is not appropriate as to whether a factor will be used. With respect to what will be the factor, Verizon Wireless is required to provide a traffic study to demonstrate the appropriate factor. It has not provided a study and, therefore, it is not yet

possible to determine if the parties are in agreement with respect to what will be the factor.

## GENERAL TERMS AND CONDITIONS

### VERIZON ISSUE 13

Issue 13: After a requesting carrier sends a formal request for interconnection under Section 252 (b) of the Act, what interim reciprocal compensation terms apply to the parties until an agreement has been negotiated and arbitrated by the Commission?

Verizon Wireless's Position: Section 51.715 of the FCC's rules provides for interim reciprocal compensation rates, where a requesting carrier has requested negotiations of an interconnection agreement.

ALLTEL's Alleged Position: Unclear.

ALLTEL's Actual Position: Section 51.715 of the FCC's rules addresses interim reciprocal compensation rates. As discussed earlier in this Response, however, ALLTEL has consistently asserted that indirect traffic must be compensated pursuant to the Pennsylvania Public Utility Commission approved ITORP until such time that an agreement is negotiated with terms, conditions and rates that would supercede ITORP and an agreement is reached with the transiting carrier and are approved by the Commission to do so. The terminated interconnection agreement between ALLTEL and Verizon Wireless did not at any time change or supercede the ITORP settlement process. Thus, the termination of the agreement did not alter this compensation method or ALLTEL's position.

### VERIZON ISSUE 14

Issue 14: Under what circumstances should either party be permitted to terminate the agreement or block traffic as a remedy in cases of default or breach?

Verizon Wireless's Position: Unless there is a material breach of the agreement, a party should not be able to block traffic or terminate service under the Agreement. Adequate contractual remedies including dispute resolution and legal remedies can protect the non-defaulting party. Blocking of traffic should not be a remedy because it undermines the ability of carriers to choose to interconnect indirectly under Section 251 (a)(1) of the Act.

ALLTEL's Alleged Position: ALLTEL should be allowed to block traffic if the CMRS provider defaults.

ALLTEL's Actual Position: As defined in §8.1.5 of the General Terms and Conditions of Exhibit A of the Verizon Wireless Petition, "In the event that CMRS Provider is in breach of this Agreement, ALLTEL will provide 30 day's written notice to allow CMRS Provider to cure the breach. If the breach is not cured at the end of the 30 days, ALLTEL may terminate service to CMRS Provider; any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity". This language provides for notice and allows adequate time for the breach to be cured. This approach is common commercial and industry standard approach to defaults. Verizon Wireless has executed agreements with Independents ILECs in New York including the following language: "Either Party will have the right to terminate this Agreement at any time upon written notice to the other Party in the event a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonable detailed statement of the nature of the breach". This language would also be acceptable to ALLTEL.

## ADDITIONAL UNRESOLVED ISSUES

Following are additional unresolved issues, discrepancies and inaccuracies, which ALLTEL has identified subsequent to review of the Petition and Exhibit 1 to the Petition. Exhibit 1 to the Petition includes language never presented for ALLTEL's review, as well as language which is contrary to ALLTEL's understanding of the parties' resolution of issues in their negotiations. Attached, as ALLTEL Exhibit A is the interconnection agreement reflecting ALLTEL's position in this proceeding.

### **ALLTEL ISSUE 15**

Issue 15: Payment due date, General Terms and Conditions, paragraph 8.2 and Attachment 3, paragraph 1.1 of Verizon's Exhibit 1.

ALLTEL Position: Payment for all undisputed charges should be due 30 days after the date of the invoice. This is industry standard. If Verizon's position were required, the billing company would not know the date from which to determine the due date because it would not know when the billed company received the invoice. The billing company must have a date certain from which to calculate a due date. The invoice date is the most practical and accepted date for this purpose.

Verizon Wireless Position: Verizon states in General Terms and Conditions, paragraph 8.2 Payment for all undisputed charges are due within thirty (30) days of receipt of the invoice. In Attachment 3, paragraph 1.1, Verizon states that bills rendered by either party shall be paid within forty-five (45) calendar days of receipt of the invoice.

### **ALLTEL ISSUE 16**

Issue 16: Bona Fide Dispute, General Terms and Conditions, paragraph 9.1.1.3

ALLTEL Position: A Bona Fide dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor should a Bona Fide dispute include the refusal to pay other amounts owed by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind should not be considered a Bona Fide dispute.

Verizon Wireless Position: Uncertain. Verizon Wireless agreed to keep this language reflected in ALLTEL's position statement on 11/20/03, but it appears in the Verizon Wireless Exhibit 1 that Verizon Wireless now disagrees.

#### ALLTEL ISSUE 17

Issue 17: Removal of Bona Fide in the dispute language, General Terms and Conditions, paragraph 9.1.1.4

ALLTEL Position: Once a Bona Fide dispute has been processed in accordance with this subsection 9.1.1, the disputing party must make payment on any of the disputed amount owed to the billing party by the next billing due date, or the billing party must have the right to pursue normal treatment procedures. Any credits due to the disputing party resulting from the Bona Fide dispute process would be applied to the disputing party's account by the billing party by the next billing cycle upon resolution of the dispute.

Verizon Wireless Position: Uncertain. Verizon Wireless agreed to this language on 11/20/03 if a definition of Bona Fide Dispute was added to the agreement. Verizon Wireless however has not proposed any such definition. This still remains open in the Verizon Wireless Exhibit 1 and yet a definition of Bona Fide Dispute has not been added.

#### ALLTEL ISSUE 18

Issue 18: Limitations on disputes, General Terms and Conditions, paragraph 9.1.2.

ALLTEL Position: ALLTEL agrees the proposed language in Petition Exhibit 1 is acceptable.

Verizon Wireless Position: Proposed language: No action or demand for arbitration, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

Issue 19: Arbitration, General Terms and Conditions, paragraph 9.6.1

ALLTEL Position: ALLTEL agrees to Verizon's proposal reflected in Petition Exhibit 1.

Verizon Wireless Position: Verizon Wireless will only agree to consensual commercial arbitration as an elective remedy.



## ALLTEL ISSUE 20

Issue 20: Most Favored Nation, General Terms and Conditions, paragraph 31.1

ALLTEL Position: Verizon Wireless may not MFN into another agreement during the term of the existing agreement. While it may seek changes in the agreement under the Change of Law Provision, to make it consistent with changes in law during the term, the Act does not provide Verizon the right to simply walk away from a valid agreement in favor of another agreement. MFN rights under the act are available after the agreement expires or while it does not have an agreement.

Verizon Wireless Position: Verizon Wireless requests the language to be added to the agreement that allows Verizon Wireless to MFN into any other agreement during the term of this agreement.

## ALLTEL ISSUE 21

Issue 21: Identification of parties to the agreement.

ALLTEL Position: Verizon Wireless operates through a number of separate entities and partnerships. It has proposed to delete the information contained in Attachment 1 of Exhibit 1 that would identify the entities of either party, which are bound by and would have rights under this agreement. It is essential that the parties know which entities may claim rights under this agreement. This deletion is inconsistent with the opening paragraph of the general Terms and Conditions of the Agreement submitted as Verizon's Exhibit 1 to the Petition, which would require such an attachment.

Verizon Wireless Position: The information contained in Attachment 1 as reviewed by ALLTEL was removed in Exhibit 1 Attachment 1 which Verizon submitted to the Commission.

## ALLTEL ISSUE 22

Issue 22: Type 1 Interconnection Facilities to be grandfathered, Attachment 2, paragraph 1.1.1.

ALLTEL Position: ALLTEL has agreed to continue to provide service for Type 1 facilities that exist as of the effective date of the interconnection agreement until transitioned to Type 2B. ALLTEL is proposing the following language be added to Verizon's Attachment 2, § 1.1.1:

“CMRS Provider shall not request new Type 1 facilities. Existing Type 1 facilities as of the effective date of this interconnection agreement may be retained until the parties migrate the Type 1 facilities to Type 2B facilities.”

Verizon Position: Uncertain.

### ALLTEL ISSUE 23

Issue 23: Type 2A and Type 2B, Attachment 2, paragraph 1.1.2 and paragraph 1.1.3 of Verizon’s Exhibit 1.

ALLTEL Position: Petition Exhibit 1 Attachment 2 as presented to the Commission reflects language deletions not agreed to by ALLTEL with respect to multi-frequency signaling. ALLTEL did not agree to remove the language that allows for continued multi-frequency signaling. In Exhibit 1 provided by Verizon Wireless, references to multi-frequency were removed. Deletion of the multi-frequency signaling language is significant because it implies availability and requirement of SS7 signaling at all locations. ALLTEL will offer SS7 where it is provisioned; however, it has not provided and is not required to provision SS7 signaling at all locations. Where multi-frequency signaling is the only signaling available in ALLTEL’s network, it will continue to be utilized and the agreement must reflect such.

Verizon Wireless Position: Verizon Wireless is apparently requesting SS7 signaling in all locations, even if not available from ALLTEL.

### ALLTEL ISSUE 24

Issue 24: Incumbent Local Exchange Carrier Requirement, Attachment 2, paragraph 1.4.2 of Verizon’s Exhibit 1.

ALLTEL Position: The agreement must expressly indicate that ALLTEL is only providing service in the area of the state where it is authorized to provide service. While the Parties have agreed that the terms and conditions specified in this agreement will apply only to the provision of services and facilities by ALLTEL in those areas where ALLTEL is the Incumbent Local Exchange Carrier, as defined by the Act, Verizon has deleted the express language on this subject from Petition Exhibit 1. ALLTEL is only authorized to provide service in its franchised area.

Verizon Wireless Position: Verizon Wireless is proposing to delete language from the contract that specifies that it applies to ALLTEL service area.

## ALLTEL ISSUE 25

Issue 25: Direct Routed Traffic Mobile to Land Traffic, Attachment 2, paragraph 2.1.1.1, paragraph 2.1.1.2, paragraph 2.1.2.1, and paragraph 2.1.2.2 of Verizon's Exhibit 1.

ALLTEL Position: Verizon Wireless agreed in negotiations to insert the phrase "within ALLTEL's interconnected network" within the above sections. Its Petition Exhibit 1 does not include this phrase. Verizon Wireless has, however, agreed to this language in other sections of this agreement. This language is essential because ALLTEL has separate segregated networks in Pennsylvania, which are not connected to each other by ALLTEL facilities. It is essential to clarify in the agreement that when Verizon connects to one of these separate segregated networks, it is able to exchange traffic and is achieving interconnection, only with that individual segregated ALLTEL network.

Verizon Wireless Position: Uncertain. In Petition Exhibit 1, Verizon Wireless deleted the proposed phrase, but did not identify this as an unresolved issue.

## ALLTEL ISSUE 26

Issue 26: Direct Routed Traffic Land to Mobile Traffic, Attachment 2, paragraph 2.1.2.2 of Verizon's Exhibit 1.

ALLTEL Position: Verizon has inappropriately proposed to insert language with respect to indirect connection to tandems into a section that addresses direct connection. This proposal would create conflicting provisions in the agreement.

## ALLTEL ISSUE 27

Verizon Wireless Position: Uncertain

Issue 27: Indirect Network Interconnection, Attachment 2, paragraph 2.1.5 of Verizon's Exhibit 1.

ALLTEL Position: ALLTEL has added language requiring the establishment of a direct interconnection facility when the capacity of the indirect traffic reaches a DS1 level. A DS1 level is a reasonable standard for triggering dedicated transport because DS1 is a standard unit of network capacity, is an efficient network design and is generally accepted in the industry. A 500,000 MOU threshold, which appears to be Verizon Wireless' actual proposal (assuming "500.00" is a typographical error)

would equate to approximately 43 DS1s. At a 500,000 MOU threshold ALLTEL would be forced to expand its existing facilities (between ALLTEL and the third party) at ALLTEL customer expense before the threshold is met or exceeded.

Verizon Wireless Position: Uncertain. Verizon Wireless proposes in Exhibit 1 to the Petition, a 500.00 MOU per month as a threshold, however, in negotiations Verizon proposed a 500,000 MOU threshold.

#### **ALLTEL ISSUE 28**

Issue 28: NPA-NXX's with different rating and routing points, Attachment 2, paragraph 2.1.

ALLTEL Position: ALLTEL is not responsible for any third party charges when Verizon Wireless rating points for an NPA-NXX are different than the routing points. In this situation, Verizon Wireless has established an NPA-NXX within an ALLTEL rate center to receive local calling from ALLTEL customers and the associated switch for this NPA-NXX is located outside of the ALLTEL territory, thus causing indirect routing of all traffic to this NPA-NXX that is rate centered within an ALLTEL territory. This routing configuration has not previously existed in the telecommunications industry in establishing local calling between telecommunications companies. In an EAS arrangement, each of the LECs NPA-NXXs that are included in the local calling area are in separate and distinct rate centers and are directly connected. ALLTEL should not incur any third party charges associated with the routing of traffic to Verizon. Verizon Wireless has specifically chosen not to establish direct interconnection facilities to ALLTEL and is attempting to place the costs upon ALLTEL and ultimately upon ALLTEL's customers. Furthermore, if ALLTEL cannot record this traffic terminating to ALLTEL, Verizon Wireless must provide a report of the MOUs that originate from these NPA-NXXs.

Verizon Position: Verizon Wireless wants to establish codes in ALLTEL rate centers, regardless of actual delivery point of calls, and require ALLTEL to bear all transport costs to the point of delivery.

#### **ALLTEL ISSUE 29**

Issue 29: Factors for billing of direct routed traffic instead of actual call recordings, Attachment 3, Section 1.1 of Verizon Exhibit 1.

ALLTEL Position: ALLTEL can record the terminating traffic originating from Verizon Wireless that is routed through a direct interconnection between the Parties. Verizon Wireless proposes language that requires

both parties to bill from the use of a factor when either of the parties cannot record the actual call detail and which limits the billing of actual terminating minutes by ALLTEL due to a recording or billing limitation of Verizon Wireless. Actual recording produces an accurate bill that can be supported by call detail records. A traffic ratio provides no supporting documentation of the bill.

Verizon Wireless Position: Verizon Wireless has provided new language in Exhibit 1 that was not previously provided to AT during any discussions or redlines provided to ALLTEL.

### **ALLTEL ISSUE 30**

Issue 30: Land to Mobile traffic factor, Attachment 4 of Verizon's Exhibit 1.

ALLTEL Position: ALLTEL has the ability to record all terminating traffic originating from Verizon Wireless over direct interconnection facilities, therefore a factor is not needed by ALLTEL for billing Verizon. Verizon's proposed factor of 60/40 land to mobile was not provided by Verizon Wireless to ALLTEL during any discussions or redlines. This split is different from the shared facilities factor of 70/30 land to mobile proposed by Verizon Wireless and agreed to by ALLTEL. The shared facilities factor is based upon the percentage of land to mobile traffic, Verizon Wireless is inconsistent with its proposal and has not supported the 60/40 factor.

Verizon Wireless Position: 60/40 land to mobile traffic factor to be used by both Parties when either Party cannot record the terminating minutes originating from the other Party routed over a direct interconnection facility.

### **ALLTEL ISSUE 31**

Issue 31: Definition of Interconnection Point, Attachment 8 of Verizon Exhibit 1.

ALLTEL Position: Verizon is proposing a vague definition, which does not appropriately define the parties responsibilities. While the definition does not need to limit use of this terms to direct connection only, it must reflect that the POI divides the responsibilities of network between the parties, which in ALLTEL's case will be on its network.

Verizon Wireless Position: Verizon Wireless wants to modify the definition to a vague term.

### **ALLTEL ISSUE 32**

Issue 32: Definition of Interexchange Carrier

ALLTEL Position: The term is not used in the agreement.

Verizon Wireless Position: Verizon Wireless wants to keep definition.

WHEREFORE, ALLTEL having responded to the petition, prays the Commission deny the relief requested by petitioner and affirm ALLTEL's position on the issues as stated in this response.

Respectfully submitted

Thomas, Thomas, Armstrong & Niessen



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D. Mark Thomas  
Patricia Armstrong  
Regina Matz

Attorneys for ALLTEL Pennsylvania, Inc.

THOMAS, THOMAS, ARMSTRONG & NIESSEN  
212 Locust Street  
P.O. Box 9500  
Harrisburg, PA 17108  
717-255-7600

Dated: December 22, 2003

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**COMMERCIAL MOBILE RADIO SERVICES**

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**ALLTEL PENNSYLVANIA, INC.**

**AND**

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

**FOR**

**PENNSYLVANIA**

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SECRETARY'S BUREAU**



COMMERCIAL MOBILE RADIO SERVICES  
INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL PENNSYLVANIA, INC.

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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**GENERAL TERMS AND CONDITIONS**

This Interconnection Agreement ("Agreement") is entered into between Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, its affiliates and assigns on behalf of the FCC CMRS licensees and markets listed in Attachment 1-A (all collectively referred to as "CMRS Provider"), having an office at 180 Washington Valley Road, Bedminster, New Jersey, 07921 and ALLTEL Pennsylvania, Inc. ("ALLTEL"), a Delaware corporation, having an office at One Allied Drive, Little Rock, Arkansas 72202, for and on behalf of the affiliated local exchange carriers identified in Attachment 1-B: s. Hereinafter, CMRS Provider and ALLTEL are referred to individually as "Party" and collectively as "the Parties."

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

WHEREAS, CMRS Provider is a licensed Commercial Mobile Radio Service provider in the State(s) of \_\_\_\_\_;and

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

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

**1.0 Introduction**

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

**2.0 Effective Date**

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

**3.0 Intervening Law**

- 3.1 This Agreement is entered into as a result of private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts or regulatory agencies of competent jurisdiction modify or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision(s) will be modified in accordance with such action of the legislative body, court or regulatory agency. In such event, either Party may send the other party written notice of its intent to modify the Agreement to conform to the change in law. The Parties shall expend diligent efforts to arrive at an agreement respecting the modifications within sixty days of either Party's receipt of notice. If private negotiations fail, disputes between the Parties concerning the interpretation of the actions
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required or provisions affected by such governmental actions may be resolved pursuant to Section 252 of the Act or any remedy available to the Parties under law.

#### **4.0 Term of Agreement**

- 4.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew on a month to month basis, unless and until terminated as provided herein.
- 4.2 Either Party may terminate or request renegotiations of this Agreement upon 60 days written notice to the other Party. However, no such termination or request for renegotiations of a successor interconnection agreement shall be effective prior to the date two (2) years from the Effective Date of this Agreement.
- 4.3 By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 A Party may terminate this Agreement without penalty or liability, other than for amounts owed as of the date of termination, by giving the other Party written notice of its desire to terminate not less than thirty (30) calendar days prior to the intended date of termination if:
- (i) the other Party makes an assignment for the benefit of creditors;
  - (ii) the other Party makes an unauthorized assignment of this Agreement; or
  - (iii) the other Party fails to perform any of its obligations under this Agreement in any material respect, and such material failure continues without remedy for a period of thirty (30) calendar days after written notice is given by the non-defaulting Party to the defaulting Party.
- 4.5 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions and prices in this Agreement will continue as were in effect at the end of the latest term or renewal, so long as negotiations are continuing without impasse and only then until resolution pursuant to this Section. If the Parties are actually in arbitration or mediation before the appropriate state regulatory commission or the Federal Communications Commission ("FCC") prior to the expiration of this Agreement, this Agreement will continue in effect until a successor interconnection agreement is approved by the state regulatory commission or the FCC resolving the issues set forth in such arbitration or mediation request.
- 4.6 The Parties agree to resolve any disputed matter relating to this Agreement pursuant to Section 9.0: Dispute Resolution.
- 4.7 Upon either Party's written request, the Party providing service shall fully cooperate in effecting an orderly and efficient transition of any services to another vendor. During any such transition, the Party providing service warrants that the level and quality of the services will not be degraded and that it shall exercise its best, commercially reasonable efforts to effect an orderly and efficient transition. To the extent that such transition is not completed by the expiration date of this Agreement, the Party providing service shall continue to provide the service to be discontinued at then effective rates, until such time as written notice is given that the transition is complete.

#### **5.0 Assignment**

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

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

## **6.0 Confidentiality and Proprietary Information**

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

## **7.0 Liability and Indemnification**

### **7.1 Limitation of Liabilities**

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

### **7.2 No Consequential Damages**

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

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7.3 **Obligation to Indemnify**

7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs or other expenses, including reasonable attorneys' fees ("Claims"), that are asserted, suffered or made by third parties arising from: (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including, but not limited to, claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors under worker's compensation laws or similar statutes.

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

7.3.3 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including, without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. This Section 7.3.3 applies solely to this Agreement. Nothing in this Section will be deemed to supersede or replace other agreements, if any, between the Parties with respect to either Party's intellectual property or contract rights.

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

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

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

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

## 8.0 Payment of Rates and Late Payment Charges

- 8.1 Either Party, at its discretion may require the other Party to provide a security deposit to ensure payment of the Party's account.
- 8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to the Parties. 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.
- 8.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 8.1.3 The fact that a security deposit has been provided in no way relieves the Party from complying with the regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of either Party providing for the discontinuance of service for non-payment of any sums due the Party.
- 8.1.4 Both Parties reserve the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 8.1.5 Either Party will have the right to terminate this Agreement at any time upon written notice to the other Party in the event a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonable detailed statement of the nature of the breach.
- 8.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to the Party during the possession of the security deposit by the other Party. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to the other Party by the accrual date.
- 8.2 The Parties agree to pay all undisputed rates and charges due and owing under this Agreement thirty (30) days from the invoice-date, in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in subsection 8.3 below, shall apply.
- 8.3 If the undisputed amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.4 The Parties agree that interest on overdue undisputed bills will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions,
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compounded daily and applied for each month or portion thereof that an outstanding balance remains, or 0.000325%, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

## 9.0 Dispute Resolution

### 9.1 Notice of Disputes

Notice of a valid dispute whether billing or contractual in nature, must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute. Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party.

#### 9.1.1 Billing Disputes

A Party must submit billing disputes ("Billing Disputes") to the other Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. The dispute form must be complete, with all applicable fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all applicable information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the paying Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the paying Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the paying Party must remit payment for the disputed charge, included late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Notice.

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

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

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

9.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 9.1.1.1.

9.1.1.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 8.3 above. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for

the amount of the disputed charges, along with any late payment charges assessed, not later than the second billing cycle after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges, to be paid not later than the second billing cycle after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, "Bona Fide Dispute" means a dispute of a specific amount of money actually billed by a Party. A Bona Fide Dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1.

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

9.1.1.5 All Other Disputes

Neither Party shall bill the other party for charges incurred more than 9 months after the service is provided to the non-billing party.

9.1.2 All Other Disputes

No action or demand for arbitration, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

9.2 Alternative to Litigation

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

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute. and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 9.3 below. The Parties will endeavor to informally resolve the dispute within sixty (60) calendar days of receipt of the Dispute Notice.

9.3 Informal Resolution of Disputes

In the case of a dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in

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good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than sixty (60) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 9.3 above, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that, upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration pursuant to subsection 9.6 below.

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

9.5 **Conflicts**

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

9.6 **Arbitration**

9.6.1 Any dispute not resolved pursuant to the informal dispute resolution procedures set forth in subsection 9.3 above within sixty (60) calendar days of receipt of the Dispute Notice may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, provided that both Parties consent to arbitration

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

9.7 **Costs**

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

## 10.0 Termination of Service

- 10.1 Notwithstanding the notice and cure provisions, stated herein, failure of CMRS Provider to pay billed charges shall be grounds for termination of this Agreement. Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to it under this Agreement, and any portion of such undisputed billed charges remain unpaid more than thirty (30) calendar days after the due date of such charges, the billing Party will notify the non-paying Party in writing that, in order to avoid having service disconnected, the non-paying Party must remit all undisputed billed charges to the billing Party within thirty (30) calendar days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9: Dispute Resolution of this Agreement.
- 10.2 Either Party may discontinue service to the other Party for failure to pay undisputed billed charges as provided in this Section, and will have no liability to that Party in the event of such disconnection.
- 10.3 After disconnect procedures have begun, ALLTEL will not accept service orders from CMRS Provider until all undisputed past due amounts are paid in full, in immediately available funds. ALLTEL will have the right to require a deposit equal to two months' charges (based on the two most recent months of service from ALLTEL) prior to resuming service to CMRS Provider after disconnect for nonpayment

## 11.0 Notices

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

Contract Notices:

**To ALLTEL:**

Attn: Director – Negotiations  
Mailstop B4F4NB  
One Allied Drive  
Little Rock, Arkansas 72202

Copy to:

Attn: Legal Department  
One Allied Drive, Mailstop: B1F06-B  
Little Rock, Arkansas 72202

**To CMRS Provider:**

Director – Wireline Interconnection

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Verizon Wireless  
One Verizon Place  
Alpharetta, GA 30004

**Copy to:**

Director Interconnection - Regulatory  
Verizon Wireless  
1300 I Street, NW – Suite 400  
Washington, DC 20005

Billing Inquires or Disputes:

To: ALLTEL  
Attn: Manager CABS Department  
One Allied Drive, Mailstop: B4F03-NA  
Little Rock, AR 72022  
Fax: 501-905-7027  
Phone: 1-800-351-4241

To CMRS Provider:

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

**12.0 Taxes**

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.
- 12.2 Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation from the appropriate taxing authority. Failure to timely provide said tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.3 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user, and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable

taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed and submitted to the purchasing Party, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this Section 12 will be made in writing and will be delivered by certified mail, and sent to the addresses stated below:

**To ALLTEL:**

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

**Copy to:**

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

**To CMRS Provider:**

Director – Wireline Interconnection  
Verizon Wireless  
One Verizon Place  
Alpharetta, GA 30004

**Copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**14.0 Publicity**

14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees, without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other Party's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

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**16.0 Law Enforcement and Civil Process**

**16.1 Intercept Devices**

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

**16.2 Subpoenas**

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

**16.3 Law Enforcement Emergencies**

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

**17.0 Intentionally Left Blank**

**18.0 Amendments or Waivers**

18.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party.

18.2 *Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that ALLTEL is entitled to maintain that it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and ALLTEL does not waive, any rights including, but not limited to, the rights afforded ALLTEL under 47 USC § 251(f).*

**19.0 Authority**

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

**20.0 Binding Effect**

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

**21.0 Consent**

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

**22.0 Expenses**

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

**23.0 Headings**

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

**24.0 Relationship of Parties**

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the

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Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

**25.0 Conflict of Interest**

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

**26.0 Multiple Counterparts**

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

**27.0 Third Party Beneficiaries**

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

**28.0 Regulatory Approval**

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

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

**29.0 Trademarks and Trade Names**

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

**30.0 Regulatory Authority**

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

**~~31.0 31.0 Most Favored Nation~~**

~~31.1 Intentionally Left Blank If during the term of this Agreement, ALLTEL enters into an interconnection agreement with another CMRS provider, CMRS provider may adopt such other agreement in the entirety upon written request pursuant to Section 252(i) of the Act.~~

**32.0 Verification Reviews**

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- 32.1 Subject to each Party's reasonable security requirements, and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each contract year, solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties, but not later than sixty (60) calendar days after notice thereof.
- 32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party, as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 32.3 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) calendar days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for not more than twelve (12) months from the date the audit began. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed twelve (12) months from the date the audit began, to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9.0 above of this Agreement.
- 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement, as are the principles). The Parties will bear their own reasonable expenses associated with this inspection. Subsequent audits will be scheduled when and if cause is shown.
- 32.9 Information obtained or received by a Party in conducting the inspections described in this Section 32.0 shall be subject to the confidentiality provisions of Section 6.0 above of this Agreement.

### **33.0 Complete Terms**

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

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**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 therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

**38.0 Intentionally Left Blank**

**39.0 Governmental Compliance**

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

**40.0 Management Contracts**

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

**41.0 Subcontracting**

41.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's own subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of services

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hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

#### **42.0 Referenced Documents**

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

#### **43.0 Severability**

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

#### **44.0 Survival of Obligations**

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

#### **45.0 Governing Law**

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

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**47.0 Intentionally Left Blank**

**48.0 Disclaimer of Warranties**

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

**49.0 Definitions and Acronyms**

49.1 Definitions

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

49.2 Acronyms

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

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**52.0 Certification Requirements**

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

**53.0 Other Requirements and Attachments**

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

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

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affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.



**ATTACHMENT 1: ALLTEL AFFILIATED LOCAL EXCHANGE CARRIERS AND CMRS PROVIDERS  
AFFILIATES**



## **ATTACHMENT 2: NETWORK INTERCONNECTION ARCHITECTURE**

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

### **1.0 Network Architecture**

#### **1.1 Interconnection Facilities**

##### **1.1.1 Type 1**

Type 1 facilities are those facilities that provide a trunk side connection (line side treatment) between an ALLTEL end office and CMRS Provider's Mobile Switching Center ("MSC"). Type 1 facilities provide the capability to access all ALLTEL local end offices within the LATA, Third Party Providers, 800/888 traffic, 911/E911 traffic, Operator Services traffic and Directory Assistance traffic. ~~The availability and provision of Type 1 facilities is subject to change, as mandated by the FCC's implementation of wireless number pooling and portability.~~ CMRS Provider shall not request new Type 1 facilities. Existing Type 1 facilities as of the effective date of this interconnection agreement may be retained until the Parties migrate the Type 1 facilities to Type 2B facilities.

##### **1.1.2 Type 2A**

A Type 2A Interconnection is a trunk-side connection to an ALLTEL Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes of the ALLTEL End Offices subtending the Tandem Switch and the Remote Switches subtending those ALLTEL End Offices. A Type 2A Interconnection cannot be used to reach Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the CMRS Provider establish their own dedicated NXX. ALLTEL will not transit traffic for CMRS provider to a Third Party network or from a Third Party network to CMRS provider. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2A direct interconnection.

##### **1.1.3 Type 2B**

A Type 2B Interconnection is a trunk-side connection to a ALLTEL End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid ALLTEL NXX codes served by that End Office and Remote Switches subtending that ALLTEL End Office and cannot be used to reach EAS points, Operator Services Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the CMRS Provider to establish their own dedicated NXX. ALLTEL will not transit traffic for CMRS provider to a Third Party network or from a Third Party network to CMRS provider. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is

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not considered to be originating on that Party's network and may not be routed on this type 2B direct interconnection.

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

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

1.4 **Facility Location**

1.4.1 **Technical Feasibility**

1.4.1.1 To the extent required by Section 251 of the Act, CMRS Provider may interconnect within each of ALLTEL's interconnected networks at any technically feasible point.

1.4.2 **Incumbent Local Exchange Carrier Requirement**

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

1.5 **Additional Interconnection Methods Available to CMRS Provider**

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

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

1.6 **Interconnection Methods Available to ALLTEL**

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

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

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

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- 1.7.2 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise, so long as such upgrades or modifications are not inconsistent with the Parties' obligations under the terms of this Agreement.
- 1.7.3 The Parties agree to comply with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations, as may be amended from time to time, regarding notifications, network changes, upgrades and/or modifications.
- 1.7.4 Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria or operating or maintenance characteristics of facilities. Each Party agrees to waive nonrecurring charges associated with either Party's initiated rehomings of facilities; provided, however, that each Party shall be responsible for any other costs associated with the reconfiguration of its network.

## **2.0 Transmission and Routing**

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of local and non-local Traffic from the parties respective end user customers. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this direct interconnection. The standard configuration for CMRS interconnection trunking arrangements will be on a two-way basis at either the Tandem or the End Office.

### **2.1 Basic Terms**

#### **2.1.1 Direct Routed Mobile to Land Traffic**

- 2.1.1.1 CMRS Provider shall be responsible for the delivery of local and non-local Traffic from its network to ALLTEL's network at the appropriate Interconnection Point within ALLTEL's interconnected network for the transport and termination of such traffic by ALLTEL to an ALLTEL end user.
- 2.1.1.2 Unless CMRS Provider elects to provision its own facilities under subsection 1.5 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect CMRS Provider's Interconnection Point with ALLTEL's Interconnection Point within ALLTEL's interconnected network. ALLTEL shall provision mobile-to-land connecting facilities for CMRS Provider under the prices, terms and conditions specified in ALLTEL's applicable access tariff, as appropriate

#### **2.1.2 Direct Routed Land to Mobile Traffic**

- 2.1.2.1 ALLTEL shall be responsible for the delivery of Telecommunications Traffic from its network to CMRS Provider's network at the appropriate Interconnection Point within ALLTEL's interconnected network for the transport and termination of such traffic by CMRS Provider to the handset of a CMRS Provider end user.
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2.1.2.2 Unless ALLTEL elects to have a third party provision facilities under subsection 1.6 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect ALLTEL's Interconnection Point with CMRS Provider's Interconnection Point within ALLTEL's interconnected network. ALLTEL shall be responsible for the physical plant facility from its network to the appropriate Interconnection Point within ALLTEL's interconnected network.

2.1.4 **Signaling**

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

2.1.5 **Indirect Network Interconnection**

When the Parties interconnect their networks indirectly via a third LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in Attachment 3.. Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem. ALLTEL will only be responsible for the interconnection facilities located within the ALLTEL exchange boundary utilized in the routing of the indirect traffic. -When traffic to a specific ALLTLEL end office exceeds a DS1 level, then CMRS Provider will establish a direct connection to the ALLTEL end office. If the ALLTEL end office is a remote switch, the CMRS provider will establish a direct connection to the ALLTEL host switch serving the ALLTEL remote switch.

2.1.6 ALLTEL shall treat CMRS NPA-Nxx which are local rated in an ALLTEL rate center or in a mandatory Extended Service Area rate center as local calls to its subscribers. ALLTEL shall afford local dialing parity to locally rated CMRS NPA-Nxxs within an ALLTEL rate center or in a mandatory Extended Service Area rate center.

2.2 **Routing Points**

ALLTEL will route indirect traffic to an NPA-NXX of CMRS Provider as specified in the Location Exchange Routing Guide (LERG) and as specified in detail in section 2.1.5 above. When the rating point and routing point for an NPA-NXX are not within the same rate center, ALLTEL will not be responsible for any charges that may be assessed by the third party for traffic originated from ALLTEL and terminating to CMRS provider. CMRS provider will be responsible for all charges due to a third party. If ALLTEL can not record the traffic terminating to ALLTEL originating from these NPA-NXX's of the CRMS provider, then CMRS provider will provide a monthly report to ALLTEL of the minutes of use originating from these NPA-NXX's and terminating to ALLTEL. The report will be provided by the 5<sup>th</sup> day each month for the preceeding month's minutes of use. The report will provide a total of minutes of use by originating NPA-NXX and terminating NPA-NXX.. CMRS must establish an agreement with the third party for the transiting of the traffic for these NPA\_NXX's.

### 3.0 Ordering

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

### 3.2 Special Requests

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

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

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

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

### 4.0 Network Maintenance and Management

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

4.2.1 **24 Hour Network Management Contact:**

**For ALLTEL:**

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

**To CMRS Provider:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**1.0 Billing**

1.1 Each Party shall deliver monthly settlement statements for terminating the other Party's Telecommunications Traffic for both local and non-local usage, and for the proportionate share of the interconnection facilities used in routing direct traffic between each Party's end user customers. Subject to Section 8.0: Payment of Rates and Late Payment Charges and Section 9.0: Dispute Resolution of this Agreement, bills rendered by either Party shall be paid within thirty (30) calendar days of the invoice date. For direct interconnection, the billing Party will record the traffic originating from the other Party's end user customers and terminating to the billing Party's end user customers that is routed over the direct interconnection facilities. In the event the Parties use indirect interconnection arrangements to terminate local and non-local Traffic between their networks, the Parties agree to use meet point billing records or a report detailing the minutes of usage provided by the third party for compensation of usage routed indirectly to the other Party. Indirect routed traffic for CMRS Provider's NPA-NXXs that have different rating and routing points, as specified in the LERG, will be billed in accordance with Attachment 2, Section 2.2.

1.2 For the purposes of establishing service and providing efficient and consolidated billing to CMRS Provider, CMRS Provider is required to provide ALLTEL its authorized and nationally recognized Operating Company Number(s).

1.3 Bills rendered to either Party will be delivered to the following locations:

To: ALLTEL:  
Attn: Manager Telecom Service Group  
1 Allied Drive, Mailstop: B4F05-SC  
Little Rock, AR 72022

To: CMRS Provider:  
Attn:  
\_\_\_\_\_  
\_\_\_\_\_

**2.0 Compensation**

2.1 **Reciprocal Compensation**

2.1.1 **Rates**

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

2.1.2 **Exclusions**

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

2.1.2.1 InterMTA traffic;

2.1.2.2 Traffic which neither originates nor terminates on either Party's network by the Party's end user customers; or

2.1.2.3 Paging Traffic.

2.1.3 **Measuring Calls as Telecommunications Traffic**

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

2.1.4 **Conversation Time**

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

**3.0 Charges**

3.1 **Late Charges**

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

3.2 **Access Charges**

3.2.1 **When Applicable**

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

3.2.2 **InterMTA Factor**

The Parties have agreed upon the InterMTA factor specified in *Attachment 4: Pricing*, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in *Attachment 4: Pricing* shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis no more than once per year, and, if warranted by the actual usage, revise the percentage appropriately on a prospective basis. This factor will be applied to both direct and indirect traffic originated by CMRS provider and terminated by ALLTEL.

3.3 **Miscellaneous Charges**

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

3.3.1 **Facilities Charges**

Each Party shall compensate the other Party (on a proportionate usage basis, as set forth in *Attachment 4: Pricing*) for the use of the providing Party's direct interconnection facilities between the Parties' Interconnection Points, in either direction, as the case may be. Type 1, Type 2A and Type 2B facilities may be either one-way or two-way when both Parties agree to share the facility. For both one-way or two-way facilities, the terms, conditions, recurring and nonrecurring charges will apply as specified in *Attachment 3: Billing, Compensation and Charges*, and at the rates specified in *ALLTEL's applicable interstate or intrastate access tariff*. When both Parties agree to utilize two-way facilities, the Parties on a proportional (percentage) basis as specified in *Attachment 4: Pricing* will share such charges, including non-recurring charges {ALLTEL accepts language}. To the extent Telecommunications Traffic is transmitted over high capacity facilities (DS3s and SONET rings), the cost associated with the portion of such facilities used to carry Telecommunications Traffic (based on slot assignments) will be shared between ALLTEL and CMRS Provider based upon the Shared Facilities percentages specified in *Attachment 4: Pricing*. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, as needed, at a point six (6) months from the Effective Date of this Agreement and every twelve (12) months thereafter, the percentages specified in *Attachment 4: Pricing*.

3.3.3 **Maintenance of Service Charge**

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

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

3.3.4 **Additional Engineering Charges**

Additional engineering charges, as listed in ALLTEL's access tariff, will be billed to CMRS Provider when ALLTEL incurs engineering time to customize CMRS Provider's service at CMRS Provider's request pursuant to Attachment II, Section 3.2.

3.3.5 **Additional Labor Charges**

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

3.3.6 **Access Service Order Charge**

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An Access Service Order charge, as listed in ALLTEL's access tariff, applies whenever CMRS Provider request installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

3.3.7 **Design Change Charge**

A Design Change Charge, as listed in ALLTEL's access tariff, applies when ALLTEL personnel review CMRS Provider's interconnection service to determine what changes in the design of the service are required as a result of request(s) by CMRS Provider. ALLTEL will notify CMRS Provider when the Design Change Charge would apply prior to performing any work that would incur a Design Change Charge.

3.3.8 **Service Date Change Charge**

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

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

These charges, as listed in ALLTEL's access tariff, apply whenever CMRS Provider requests changes in its ACNA, its BAN number or its Circuit IDs, respectively.

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**ATTACHMENT 4: PRICING**

<b><u>Reciprocal Compensation Rate</u></b>	
Type 1 (per MOU)	<u>\$,01263</u>
Type 2A (per MOU)	<u>\$,02505</u>
Type 2B (per MOU)	<u>\$,01263</u>
<b><u>Indirect</u></b>	<u>\$,02243</u>
<b><u>Shared Facilities</u></b>	
CMRS Provider	70%
ALLTEL	30%
<b><u>CMRS InterMTA Factor</u></b>	5%
<b><u>Interstate Jurisdiction Factor</u></b>	
Interstate	30%
Intrastate	70%

NEEDS TRAFFIC FACOR FO MOBILE TO LAND TRAFFIC  
InterMTA and inter/intrastate factors may vary by state

**ATTACHMENT 5: INTENTIONALLY LEFT BLANK**

**ATTACHMENT 6: INTENTIONALLY LEFT BLANK**

**ATTACHMENT 7: INTENTIONALLY LEFT BLANK**

### **ATTACHMENT 8: DEFINITIONS**

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

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

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

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

"**Commission**" means the state public utilities commission.

"**Direct Interconnection Facilities**" means dedicated facilities provided either under this or applicable ALLTEL tariff used to connect CMRS Provider's network and ALLTEL's interconnected network for the purposes of interchanging traffic.

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

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

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

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

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

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

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

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

~~"**Interconnection Point**" or "**IP**" means the physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility for the purposes of determining the Parties' transport costs for traffic exchanged between the Parties.~~

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

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

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

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

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

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

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

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

"**Party**" means either ALLTEL or CMRS Provider, as applicable.

"**Parties**" means ALLTEL and CMRS Provider.

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

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

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

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

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

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"**Tandem**" means the following:

"**Access Tandem**" means a switching system that provides a concentration and distribution function for originating or terminating traffic between ALLTEL end offices.

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

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

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

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

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

"**Third Party Provider**" shall mean any other facilities-based telecommunications carrier that transits indirect traffic between the Parties.

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


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

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

**ATTACHMENT 9: ACRONYMS**

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

## APPENDIX A – Billing Dispute Form

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	25. Dispute Desc:	
23. Billed Amount: \$ _____				
26. Disputed Amount: \$			29. Dispute Bill Date From:	
27. Disputed Amount Withheld: \$			Dispute Bill Date Thru:	
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:			31. Rate:      Billed      Correct	
<b>Factor Information:</b> 32. PIU: Billed      Correct 33. PLU: Billed      Correct 34. BIP: Billed      Correct 35. Other Factors: Billed      Correct		36. Jurisdiction <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local	37. Mileage: Billed      Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40. State: 41. LATA:	
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON:			48. TN/All:	
43. SON:			49. Point Code:	
44. EC Circuit ID:			50. USOC Quantity:	
45. Circuit Location:			51. Two-Six Code:	
46. IC Circuit ID:				
47. CFA : 				
52. Facilities From Date:		Thru Date:		

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date:	Thru Date:	
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:		
66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: \$	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: \$	77. Amount Credited: \$	
78. Bill Section Adjustment will appear on: OC&C _____ Adjustment _____		
79. Resolution remarks:		

Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Cellco Partnership d/b/a Verizon Wireless : Docket No. A-310489F 7004  
For Arbitration Pursuant to Section 252 of the :  
Telecommunications Act of 1996 :

CERTIFICATE OF SERVICE

I hereby certify that I have this 22<sup>nd</sup> day of December, 2003, served a true and correct copy of the foregoing Answer on behalf of ALLTEL Pennsylvania, Inc. upon the persons listed below by first class mail, postage prepaid:


Honorable Marlane R. Chestnut  
1302 Philadelphia State Office Building  
1400 West Spring Garden Streets  
Philadelphia, PA 19130  
(via first class mail and e-mail)

Charles Hoffman  
Office of Trial Staff  
Pennsylvania Public Utility  
Commission  
2<sup>nd</sup> Floor West  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Carol Pennington  
Office of Small Business Advocate  
Suite 1102, Commerce Building  
300 North Second Street  
Harrisburg, PA 17101

Irwin Popowsky  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923

Christopher M. Arfaa  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> and Cherry Streets  
Philadelphia, PA

  
D. Mark Thomas

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