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CHARLES E. THOMAS
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PA PUC
SECRETARY'S BUREAU

April 24, 2006

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

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) Docket Nos. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of Alltel Pennsylvania, Inc.'s "Motion to Strike, Dismiss or Stay the Petition for Arbitration of Core Communications, Inc." at the above-referenced docket. A Certificate of Service is attached to the Motion.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 
Patricia Armstrong

DOCUMENT
FOLDER

Encl.
cc: Certificate of Service



Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUC
SECRETARY'S BUREAU

2006 APR 24 PM 3:55

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Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, : Docket No. A-310922F7004
Terms and Conditions with Alltel :
Pennsylvania, Inc. :

**ALLTEL PENNSYLVANIA, INC.'S
MOTION TO STRIKE, DISMISS OR STAY
THE PETITION FOR ARBITRATION OF
CORE COMMUNICATIONS, INC.**

NOW COMES, Alltel Pennsylvania, Inc. ("Alltel PA"), by its attorneys, pursuant to 52 Pa. Code §5.101(a), and moves to strike, dismiss or stay the Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) ("Core Arbitration Petition") in the above-captioned docket. In support thereof, Alltel PA respectfully represents and moves as follows:

**DOCUMENT
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BACKGROUND

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1. Alltel PA is a certificated incumbent local exchange carrier ("ILEC").¹ It is also a rural telephone company as defined under Section 3(47) of the Telecommunications Act of 1996 ("TCA-96").²

2. Core Communications, Inc. ("Core") filed an Application at Docket No. A-310922F0002, AmA for facilities and non-facilities based competitive local

¹Alltel PA is an ILEC resulting from numerous mergers of small independent telephone companies. It provides local exchange service in 83 rural exchanges which are located in 29 of Pennsylvania's 67 counties.

²47 U.S.C. §153(47). Section 251(f) of TCA-96, 47 U.S.C. §251(f), provides exemptions and suspensions for rural telephone companies from the interconnection requirements that apply to local exchange carriers, *i.e.*, Sections 251(b) and (c), 47 U.S.C. §251(b) and (c).

exchange carrier ("CLEC") authority within the service territories of all Pennsylvania rural local exchange carriers ("RLECs"), including Alltel PA, on May 27, 2005. Core subsequently amended the Application to limit its certification request to facilities-based CLEC authority in every RLEC service territory and purportedly withdrew its request for non-facilities based authority therein. (The Application, as amended, shall be referred herein as the "Core CLEC Application.") Core is not currently certificated to provide CLEC service in areas outside of Verizon and Sprint service territories, including areas served by Alltel PA. Rather, within its certificated service territories, Core is an aggregator of Internet Service Provider ("ISP") traffic.

3. On July 18, 2005, Alltel PA, together with 20 other RLECs, under the name Rural Telephone Company Coalition ("RTCC"), protested the Core CLEC Application. On that same date, seven additional RLECs acting through the Pennsylvania Telephone Association ("PTA RLECs") also protested the Core CLEC Application. (The Core RLEC Application Proceeding arising from such protests is currently before Administrative Law Judge Wayne L. Weismandel at Docket No. A-310922F0002, AmA.)

4. Core submitted interconnection requests to Alltel PA and many of the other RLECs on August 17, 2005.

5. While Alltel PA was participating in the Core RLEC Application Proceeding as a member of the RTCC, Alltel PA engaged in separate negotiations with Core in response to Core's August 17, 2005 interconnection request.³ At the

³Alltel PA understands that the other RLECs also pursued interconnection negotiations with Core while the Core RLEC Application Proceeding was pending.

time, Alltel PA believed it had a duty under the Act to negotiate with Core in good faith with respect to local exchange service.

6. Alltel PA subsequently withdrew its protest in the Core RLEC Application Proceeding based upon its understanding that Core actually intended to provide facilities-based CLEC service within the Alltel PA service territory. (See, for instance, Core's communication dated December 16, 2005, in the Core Arbitration Petition – Appendix 11, expressing Core's intent to accept Alltel PA's collocation and unbundled network element ("UNE") terms and conditions.) Based thereon, Alltel PA dedicated its resources to attempting to conclude successfully its interconnection negotiations with Core.

7. On January 25, 2006, Core filed Petitions for Arbitration of Interconnection Rates, Terms and Conditions on the RTCC member RLECs, the PTA RLECs, and the Frontier Companies.⁴ The RLECs filed motions seeking to strike, dismiss or stay the arbitration petitions. Subsequently, the RLECs and Core filed a "Stipulation for Stay of Proceedings" at Docket Nos. A-310922F7003, A-310922F7005 through A-310922F7007, A-310922F7009 through A-310922F70016, A-310922F0018, and A-310922F70020 through A-310922F0038 ("Joint Stipulation"). The Joint Stipulation provided, in part, as follows:

18. Recognizing that litigation of the Arbitration Petitions may involve numerous questions of Pennsylvania and Federal procedural and substantive law, including, but not limited to, the applicability of the statutory "rural exemption" to Core's Arbitration Petition, and recognizing that litigation of the Arbitration Petitions will likely require considerable time and

⁴ The Frontier Companies include Frontier Communications of Pennsylvania, Inc., Frontier Communications of Oswayo River, Inc., Frontier Communications of Lakewood, Inc., Frontier Communications of Breezewood, Inc. and Frontier Communications of Canton, Inc. Upon Alltel PA's information and belief, the Frontier Companies were not parties to the Core RLEC Application Proceeding, and the Core CLEC Application applicable to the Frontier Companies is before the Commission's Bureau of Fixed Utility Services ("FUS") at Docket No. A-310922F0002, AmC, et al.

resources, and recognizing that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core's Application for CLEC Authority, the parties have agreed that it is appropriate to Stay Core's Arbitration Petitions proceeding until the Commission has issued its Final Order in Core's Application Proceeding. (Emphasis added.)

By Order Staying Proceeding, dated March 6, 2006, Administrative Law Judges Weismandel and Salapa granted the Joint Stipulation staying the arbitration petitions, as follows:

3) That the above-captioned consolidated arbitration cases are hereby stayed until, at least, thirty-five (35) days after a final Pennsylvania Public Utility Commission Order in Application of Core Communications, Inc. for authority to amend its existing Certificate of Public Convenience and necessity and to expand Core's Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket Number A-310922F0002, AmA.

8. Alltel PA's decision to withdraw from the Core RLEC Application Proceeding and continue interconnection negotiations with Core rested solely on Alltel PA's belief (now shown by Core to be false) that Core intended to provide facilities-based CLEC service to end users in Alltel PA's service territory. Despite Alltel PA's good faith efforts to negotiate facilities-based CLEC interconnection terms with Core and Core's statements indicating that it intended to accept such terms, Core filed the Core Arbitration Petition on March 30, 2006 omitting said key rates and terms. The Core Arbitration Petition unequivocally confirmed Alltel PA's suspicion, which began to accelerate during negotiations, that Core has no intention to provide facilities-based CLEC service to end users in Alltel PA's service territory. Instead, the Core Arbitration Petition affirms Core's intention to be an aggregator of ISP-bound traffic from the Alltel PA service territory and not to provide local exchange service therein.

9. Notwithstanding its participation in the Joint Stipulation which resulted in the arbitration petitions applicable to the other RLECs being stayed, Core now seeks arbitration on the very issues that it stipulated will be impacted by this Commission's decision in the Core RLEC Application Proceeding. Having procured a stay on all these other arbitration petitions, Core through the Arbitration Petition with Alltel PA now requests that the Commission arbitrate on an "expedited basis," the terms and conditions for interconnection with Alltel PA under Section 252.⁵ Key terms and conditions of Core's Arbitration Petition with Alltel PA are identical to the terms and conditions in the arbitration petitions applicable to the other RLECs that Core agreed to stay and which in fact have been stayed. For instance, Core claims that the most critical issue for arbitration concerns the "obligation of the parties to pay reciprocal compensation" for the exchange of local traffic,⁶ which issue it identified as the most critical issue in its other arbitration petitions. The result is certain undue harm and prejudice to Alltel PA. In contrast, there is no such resulting harm or prejudice to Core which has not secured the necessary CLEC certification and has agreed to stay its other arbitrations with all other RLECs.

10. To avoid the obvious prejudice to Alltel PA, this Honorable Commission likewise should stay the Core Arbitration Petition applicable to Alltel PA just as Core has agreed to stay its virtually identical arbitrations with the other RLECs.

⁵Core Arbitration Petition at p. 2.

⁶Core Arbitration Petition, at ¶32.

ARGUMENT

A. The Commission Should Stay the Core Arbitration Petition Consistent With Its Stay of the Other Core RLEC Arbitration Petitions

11. As discussed above, Core filed arbitration petitions against the 28 RLECs protesting the Core CLEC Application at Docket No. A-310922F0002AmA and against the Frontier Companies (which are not protestants participating in the Core RLEC Application Proceeding before ALJ Weismandel). Core, as a party to the Joint Stipulation therein, requested the RLEC and Frontier arbitration petitions be stayed pending entry of a final Commission Order in the Core RLEC Application Proceeding. In the Joint Stipulation, ¶18, Core acknowledged that “many issues” in its arbitration petitions “will be affected by the outcome of Core’s Application for CLEC Authority.”

12. The Core RLEC Application Proceeding was opened following the filing of protests to the Core CLEC Application, pursuant to this Honorable Commission’s consolidated procedure for entry into rural telephone company service territories.⁷ Evidentiary hearings in the Core RLEC Application Proceeding have concluded, and the matter is now before ALJ Weismandel for initial decision. The Core RLEC Application Proceeding involves several key issues, including Core’s rights, if any, to be certified as a facilities-based CLEC. Consistent with the Joint Stipulation submitted by Core and the other RLECs at A-310922F7003, et al., the resolution of the issues in the Core RLEC Application Proceeding without doubt will

⁷See Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799; Order entered June 3, 1996 (“Implementation Order”) and Order entered September 9, 1996 (“Reconsideration Order”).

have significant impact on the rights and duties of both Core and Alltel PA in their interconnection arbitration.⁸

13. Alltel PA is similar to the Frontier Companies. The Frontier Companies did not protest the Core CLEC Application. As a result, the Core CLEC Application from the standpoint of the Frontier service territories is likewise before FUS. In the Joint Stipulation, Core recognized that its arbitration petitions applicable to the Frontier Companies should be stayed notwithstanding the fact the Frontier Companies were not protestants. Consistent therewith, Alltel PA respectfully submits that the Core Arbitration Petition involving Alltel PA be stayed "until, at least, thirty-five (35) days after a final Pennsylvania Public Utility Commission Order in Application of Core Communications, Inc. for authority to amend its existing Certificate of Public Convenience and necessity and to expand Core's Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket Number A-310922F0002, AmA."⁹

14. Further, as discussed below, in the event that a stay is not granted, the Core Arbitration Petition should be dismissed and/or stricken as a matter of law.

⁸Petition of Core Communications, Inc., for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order, WC Docket No. 03-171, Order, 19 FCC Rcd 20179 (2004) ("Core Forbearance Order") appeals pending sub nom. Core Communications, Inc. v. FCC, Nos. 04-1368 (filed Oct. 27, 2004) and 04-1423 (filed Dec. 17, 2004) (D.C. Cir.) ("Core Forbearance Proceeding") and Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92 ("Intercarrier Compensation Proceeding"). The FCC stated its intent to address the compensation regime for all types of traffic, including ISP-bound traffic. See Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, Further Notice of Proposed Rulemaking, 20 FCC Rcd 4685 at ¶48 (2005).

⁹See Order Staying Proceeding issued by ALJs Weismandel and Salapa.

B. Commission Precedent with Respect to Concurrent Applications/Petitions for Authority and Arbitration Requires Dismissal of the Core Arbitration Petition

15. This Commission has held that a Section 252 arbitration petition may not be pursued pending resolution of an application proceeding addressing proposed CLEC authority within a rural telephone company service territory.¹⁰ In 1996, Armstrong Communications, Inc. ("Armstrong") filed Applications at Docket Nos. A-310583F0002 and A-310583F004 seeking both facilities-based and non-facilities-based CLEC authority within the rural service territory of Citizens Telephone Company of Kecksburg ("Citizens"). While the Applications were pending, Citizens filed both a Chapter 30 Plan and Section 252(f)(2) petition seeking suspension of its Section 251(b) and (c) obligations. By Order entered May 1, 1998, the Commission, citing its earlier decision in the Application of Helicon, unequivocally ruled that the negotiation and arbitration of Armstrong's interconnection requests could not proceed¹¹ until resolution of the consolidated application proceeding defining Armstrong's CLEC authority.¹²

16. Consistent with the Armstrong Order, the Commission in its subsequent AT&T/TCG Order again clarified that Sections 251/252 negotiations

¹⁰Core in its Core Arbitration Petition, ¶36, addresses Section 251(c) interconnection with Alltel PA and Alltel PA's rights under Section 251(f)(1), *i.e.*, its rural telephone company exemption. Although Alltel PA was willing to negotiate Section 251(c) services when it believed in good faith that Core intended to provide local exchange service to end users in Alltel PA's territory, Alltel PA has at no time waived its rural exemption rights and reserves all rights with respect thereto.

¹¹The Commission's Implementation Order's consolidated procedures require a CLEC to file "a bona fide request for interconnection under Section 251(f)(1)(A)" raising rural exemption termination at the time it submits its CLEC application. Further, the Commission recognizes that the said consolidated procedures "will not be subject to the 120-day time limitation addressed by Section 251(f)(1)(B) of the Act since consolidated procedures will address a wide variety of issues justifying greater time for administrative review." Implementation Order at 16-17 and footnote 7.

¹²Petition for Suspension under Section 251(f)(2) of the Telecommunications Act of 1996 of Citizens Telephone Company of Kecksburg, Docket No. P-00971229, Order entered May 1, 1998 at 8-10 ("Armstrong Order") (emphasis added).

(and, thus, arbitration) are not timely until the consolidated application proceeding addressing CLEC authority within a rural telephone company territory is resolved:

We disagree with the Applicants' Exception that the ALJ erred by failing to impose an affirmative obligation on the affected ILECs to negotiate with the Applicants to resolve issues of interconnection, *number portability, and 'other issues necessary to permit consumers to exercise meaningful competitive choice.* In making this determination, we agree with the ALJ that these are 'collateral matters that can be resolved at another point in time.' (R.D., p. 10). We further agree with the RTCs in their Reply exceptions that the RTCs will have an obligation to negotiate with the Applicants in good faith. As such, we believe it is premature at this time to determine the nature and degree of interaction between the RTCs and the Applicants since the real test of the negotiations will not occur until the Applicants are actually certified in the affected ILECs' service territories.¹³

17. This Commission clearly has recognized the efficacy of proceeding on the entry application first and unequivocally held that a Section 252 arbitration petition may not be pursued until the resolution of the application seeking authority to provide CLEC service within a rural telephone company service territory. In the case at hand, the Core CLEC Application seeking authority in Alltel PA's service territory is currently incomplete and remains pending at Docket No. A-310922F0002AmB before the Bureau of Fixed Utility Services. Additionally, the resolution of such CLEC application will be subject to and directly impacted by the Commission's resolution of the Core RLEC Application Proceeding. Thus, consistent with the Commission's prior Armstrong and AT&T/TCG decisions, arbitration of Core's interconnection issues with Alltel PA should not commence until at least such time as the aforesaid Core application proceedings are resolved.

¹³Application of AT&T Communications of Pennsylvania, Inc., and TCG Pittsburgh, Docket Nos. A-310125F0002 and A-310213F0002 at 23 ("AT&T/TCG Order") (emphasis added).

C. The Commission Should Dismiss the Core Arbitration Petition Because It is Without Jurisdiction Over the Service Core Seeks to Provide and, Therefore, Core's Associated Petition for Arbitration

1. The Commission Does Not Have Section 252 Jurisdiction over an Arbitration Petition That Solely Involves the Exchange of Interexchange Traffic

18. The crux of Core's request for relief in its Arbitration Petition is predicated on the assumption that Core seeks to interconnect with Alltel PA to exchange local traffic under Section 251(b)(5). However, the evidence in the Core RLEC Application Proceeding validates that Core is actually aggregating services for ISP-bound traffic, which ISP aggregation is not a facilities-based CLEC service.¹⁴ Most significantly, Core's negotiations with Alltel PA and Core's resulting Arbitration Petition, now confirm without doubt that the only service Core actually intends to provide is an aggregation of ISP-bound traffic from the Alltel PA service territory.

19. In the ISP Remand Order (paragraph 52),¹⁵ the Federal Communications Commission ("FCC") categorized ISP-bound traffic as "indisputably

¹⁴Alltel PA requests that the record in the Core RLEC Arbitration Proceeding be incorporated herein by reference.

¹⁵See In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151, 9178 (2001) ("ISP Remand Order"), remanded, WorldCom v. FCC, 288 F.3d 429 (D.C. Cir. 2002), cert. denied, 538 U.S. 1012 (2003). The FCC in its subsequent Core Forbearance Order (paragraph B) summarized the impact of the WorldCom decision, as follows:

10. On May 3, 2002, the United States Court of Appeals for the District of Columbia Circuit found that the Commission had not provided an adequate legal basis for the rules it adopted in the *ISP Remand Order*. Although the court rejected the legal rationale for the interim compensation rules, the court remanded, but did not vacate, the *ISP Remand Order* to the commission, observing that there may be other legal bases for adopting the rules. Accordingly, the interim rules adopted in the *ISP Remand Order* remain in effect while the court remand is under review. (Emphasis omitted)

The FCC continues to deliberate the appropriate classification of ISP-bound traffic in its Intercarrier Compensation Proceeding.

interstate in nature" and, therefore, subject to the FCC's regulatory authority under Section 201,¹⁶ stating as follows:

... ISP traffic is properly classified as interstate, and it falls under the Commission's section 201 jurisdiction. (footnotes omitted) (emphasis added)

In exercising its regulatory authority over ISP-bound traffic, the FCC concluded that *bill and keep* was an appropriate compensation regime for ISP-bound traffic and established a transitional compensation mechanism to limit the regulatory arbitrage opportunity presented by ISP-bound traffic, while it considered the broader issues of intercarrier compensation in its pending Inter-carrier Compensation Proceeding.¹⁷ Further, the ISP Remand Order was remanded by the United States Circuit Court of Appeals, but neither its conclusion that ISP-bound traffic is interstate nor its interim intercarrier compensation regime were reversed or vacated.

20. Moreover, the manner in which Core proposes to provision its ISP service places it squarely outside of any interim compensation regime prescribed in the ISP Remand Order and this Commission's Section 252 jurisdiction. The testimony in the Core Application Proceeding demonstrated that Core will provide its ISP-bound service through a virtual numbering ("VNXX") scheme and not through local calling.¹⁸ By definition, VNXX service is "exchange access" service not subject to the reciprocal compensation provisions of TCA-96.¹⁹ Further, the FCC has stated

¹⁶47 U.S.C §201.

¹⁷See ISP Remand Order at ¶¶77-89.

¹⁸A VNXX number permits a called party (*i.e.*, the Core customer) to appear to be in the same local calling area as the calling party (typically a RTCC member customer), when in fact the called party is in a different calling area. Thus, by definition, VNXX calls are interexchange as determined by their geographic endpoints. See Direct Testimony of Gary M. Zingaretti, pp. 21-24, Core RLEC Application Proceeding.

¹⁹See 47 U.S.C. §251(g).

that its transitional compensation regime applies only “to the delivery of calls from one LEC’s end-user to an ISP *in the same local calling area* that is served by a competing LEC.”²⁰ Because VNXX traffic always involves an end-user and an ISP server that are located in different local calling areas, the transitional compensation regime adopted by the FCC does not apply to ISP-bound VNXX traffic. Instead, pursuant to §251(g), Core should be compelled to pay Alltel PA originating access consistent with Alltel PA’s intrastate access tariffs.²¹ Consequently, the ISP-bound VNXX service at issue in the Core Arbitration Petition does not give rise to this Honorable Commission’s arbitration jurisdiction under Section 252.

21. This Commission also should not arbitrate the Core Arbitration Petition at this time because the main issue for which Core seeks Commission resolution through arbitration is before a United States Court of Appeals. The FCC’s Core Forbearance Order is awaiting a decision from the District of Columbia Court of Appeals, which decision will address further reciprocal compensation obligations associated with ISP-bound traffic. Core admits in the Core Arbitration Petition that the most critical issues for arbitration concern “obligation of the parties to pay reciprocal compensation” for the exchange of local traffic.²² Core is litigating its entitlement to forbearance from the FCC’s intercarrier compensation regime in the ISP Remand Order which was imposed as a transitional mechanism necessary to

²⁰ISP Remand Order, ¶13. Also, see WorldCom decision where the D.C. Circuit stated that the FCC’s ISP Remand Order held that “it was authorized to ‘carve out’ from §251(b)(5) calls made to [ISPs] located within the caller’s local calling area.” 288 F.3d at 430 (emphasis added).

²¹In fact, the First Circuit Court of Appeals recently affirmed a state commission’s decision to impose access charges on VNXX traffic. In doing so, the Court recognized the distinction between local ISP traffic subject to the interim compensation regime and interexchange ISP bound VNXX traffic. Global NAPS, Inc. v. Verizon New England, Inc., et al., No. 05-2657 (1st Cir. April 11, 2006).

²²Core Arbitration Petition, at ¶18.

reach a bill and keep regime for ISP bound traffic. BellSouth is challenging the FCC's decision to forbear at Core's request, entitlement to reciprocal compensation on ISP-bound traffic when its volumes increase and in new markets, as is the case here with Alltel PA. Additionally, as earlier stated, the FCC continues to address the proper treatment of ISP-bound traffic in its continuing Intercarrier Compensation Proceeding. Thus, the pending Appeals Court decision together with the Intercarrier Compensation Proceeding will delineate how any compensation can be assigned to the Core ISP-bound traffic at issue in this matter. Consequently, the Core Arbitration Petition, even if it were jurisdictional and procedurally correct and timely which it is not, also cannot proceed until the Core Forbearance Proceeding and the Intercarrier Compensation Proceeding are resolved.

2. The Commission is Without Authority Under Section 252 to Arbitrate an Interconnection Dispute Involving an RLEC Without First Making Determinations Concerning the RLEC's Statutory Rural Exemption

22. Section 251(f) of TCA-96 concerns interconnection obligations and procedures as they apply to RLECs and recognizes the associated potential hardship that interconnection may impose. Section 251(f)(1) provides RLECs an automatic exemption from Section 251(c) interconnection requirements.

23. In the Core Arbitration Petition, Appendix 2, Disputed Issue 6, Core appears to be seeking the termination with respect to any interconnection with Core of Alltel PA's statutory Section 251(f)(1) rural exemption through denial of Alltel PA's right to invoke the exemption.²³

²³Alltel PA in its negotiations with Core has discussed the possibility of providing Section 251(c) services on the basis of fair and reasonable rates and terms. However, at no time has Alltel PA waived its Section 251(f)(1) rural exemption and reserves all rights with respect thereto.

24. Section 251(f)(1)(B) requires carriers serving “bona fide interconnection requests” on rural companies to file them with the state commission, which then must “conduct an inquiry for the purpose of determining whether to terminate the exemption.” The plain language of the statute requires that prior to conducting an arbitration, a state commission must first conduct an inquiry into whether the circumstances warrant removal of the statutory exemption.²⁴ Thus, this Commission, consistent with the Armstrong and AT&T/TCG Orders, should not arbitrate Core’s Arbitration Petition without first completing its duty under the statute to consider the merits of Core’s CLEC Application and whether circumstances justify removal of Alltel PA’s rural exemption should Alltel PA assert such exemption.

25. Permitting the Core Arbitration Petition to continue would unduly harm and prejudice Alltel PA. If not stopped, the Section 252 statutory timeline immediately would require Alltel PA to expend time and resources towards participating in an arbitration, to which its ultimate obligations under the law have yet to be defined. Therefore, this Honorable Commission should at this time immediately dismiss or stay the Core Arbitration Petition to avoid such undue harm and prejudice to Alltel PA. In contrast, there is no such resulting harm to Core, which has not yet secured the necessary CLEC certification and whose other arbitrations also are stayed.

²⁴It should be recognized that the 8th Circuit Court of Appeals in the case of Iowa Utilities Board et al. v. Federal Communications Commission, 219 F.3d 744 (8th Cir. 2000), aff’d in part, rev’d in part, and remanded on other grounds in Verizon Communications Inc. v. FCC, 152 L.Ed. 2d 701, 122 S. Ct. 1646 (U.S. 2002), concluded that in a Section 251(f)(1)(B) proceeding, the burden of proof rests on the party seeking the termination of the rural telephone company exemption and not on the rural telephone company to justify the continuation of the exemption. The Iowa Utilities Board II decision reads, as follows:

The plain meaning of the statute requires the party making the request to prove that the request meets the three prerequisites to justify the termination of the otherwise continuing rural exemption.

26. In actuality, the circumstances of Core's purported arbitration equitably demand straight dismissal of the Core Arbitration Petition. For instance, Core failed to initiate a consolidated proceeding consistent with the mandates in the Commission's Implementation and Reconsideration Orders. At the time it filed the Core CLEC Application, Core made no and filed no interconnection requests raising the termination of Alltel PA's rural exemption under Section 251(f)(1)(A). Contrary to the Implementation and Reconsideration Orders' consolidated procedure, Core did not request interconnection until August 17, 2005, and did not raise the termination of Alltel PA's rural exemption until March 30, 2006, the date it filed its Arbitration Petition. Thus, Core failed to follow the procedure enunciated in the Implementation and Reconsideration Orders, and as such a full consolidated proceeding addressing *competitive entry into Alltel PA's rural service territory and all the issues associated therewith* never commenced.

3. The Commission is Without Jurisdiction to Arbitrate This Interconnection Dispute Because Core Lacks a CLEC Certificate in the Alltel PA Service Territory

27. Core seeks to interconnect with Alltel PA in order to auspiciously exchange what it claims to be competitive local exchange traffic pursuant to Section 251(b)(5), and establish a reciprocal compensation arrangement between itself and Alltel PA. However, to date, Core has not secured the necessary CLEC certification in the area for which Core seeks to invoke these reciprocal compensation obligations even if they could be considered to exist under TCA-96. In fact, Core's proposed CLEC authority is under serious challenge in the pending Core RLEC Application Proceeding and the resolution thereof will most definitely impact Core's application for CLEC rights within the Alltel PA service territory. Additionally, in light of facts

revealed by Core in its Arbitration Petition with Alltel PA, Alltel PA is filing contemporaneously a motion to stay Core's CLEC application with respect to Alltel PA's territory. With Core, at this time, having no authority to provide CLEC service and not intending to provide CLEC service in Alltel PA's territory, the Commission respectfully is without authority to undertake a Section 252 arbitration at this time notwithstanding discussion of the fact that the Commission's authority to arbitrate intercarrier compensation on ISP-bound traffic is also in question.

RELIEF REQUESTED

28. Alltel PA respectfully submits that the Core Arbitration Petition should be stayed pending resolution of the Core RLEC Application Proceeding, consistent with the stays granted in all the other RLEC arbitration petitions involving Core. Also, Alltel PA believes it would be in all parties' best interests that the arbitration not be pursued until the Core Forbearance Proceeding and the Inter-carrier Compensation Proceeding are resolved by the FCC so as to avoid undue harm and prejudice to Alltel PA and the other RLECs.

29. Alternatively or additionally, if the Core Arbitration Petition is not stayed consistent with ALJ Weismandel and Salapa's Order Staying Proceeding, the Petition should be dismissed and/or stricken as a matter of law. This Honorable Commission's decisions in Armstrong and AT&T/TCG are controlling. Pursuant to these decisions, this Honorable Commission should strike the Core Arbitration Petition at this time and clarify that Core may not commence negotiations and arbitration until (1) the Commission completes its review of the applicable Section 251(f)(1)(B) rural exemption termination standard, including the establishment of any required implementation schedule, and (2) the Commission resolves the Core RLEC Application Proceeding including its impact upon the Core CLEC Application

applicable to the Alltel PA service territory at Docket No. A-310922F0002, AmB and Core's intent to provide local exchange service in Alltel PA's territory. Moreover, this Commission should dismiss the Core Arbitration Petition on grounds that the Commission lacks jurisdiction to arbitrate an interconnection petition that concerns interexchange traffic. Dismissal of the Core Arbitration Petition is also warranted as Core at this time lacks authority to provide service in Alltel PA's service territory.

Respectfully submitted,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

Patricia Armstrong
Holly Rachel Smith
D. Mark Thomas

Attorneys for the
Alltel Pennsylvania, Inc.

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Dated: April 24, 2006

080424- Motion to Strike, Dismiss or Stay.wpd

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, : Docket No. A-310922F7004
Terms and Conditions with Alltel :
Pennsylvania, Inc. :

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of April, 2006, served a true and correct copy of Alltel Pennsylvania, Inc.'s Motion to Strike, Dismiss or Stay the Petition for Arbitration of Core Communications, Inc., upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
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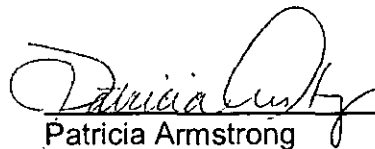
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Harrisburg, PA 17101-1923

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CHARLES E. THOMAS
(1913 - 1998)

April 24, 2006

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

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Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) Docket Nos. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of the "Response of Alltel Pennsylvania, Inc. to the Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions" at the above-referenced docket. A Certificate of Service is attached to the Response.

DOCUMENT
FOLDER

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By



Patricia Armstrong

Encl.
cc: Certificate of Service

69

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of)
CORE COMMUNICATIONS, INC.)
)
Petition of Core Communications, Inc. for)
Arbitration of Interconnection Rates, Terms)
And Conditions Pursuant to 47 U.S.C. §252(b))

Docket No. A-310922F7004

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RESPONSE OF ALLTEL PENNSYLVANIA, INC. TO THE PETITION OF CORE COMMUNICATIONS, INC. FOR ARBITRATION OF INTERCONNECTION RATES, TERMS, AND CONDITIONS

Pursuant to Section 252 of the Telecommunications Act of 1996 (the "Act"), Alltel Pennsylvania, Inc. ("Alltel PA") respectfully submits this Response to the Petition of Core Communications, Inc. ("Core") for Arbitration at the above-referenced docket ("Core Arbitration Petition" or "Petition"). Alltel PA denies each and every allegation contained in the Petition, except as hereinafter admitted, modified, or otherwise addressed. Moreover, Alltel PA is filing contemporaneously herewith a Motion to Strike, Dismiss or Stay the Petition ("Motion to Strike") and a Motion to Stay the pending Core Application at Docket No. A-310922F002, AmB, whereby Core is seeking to be certified as a facilities-based competitive local exchange carrier ("CLEC") ("Motion to Stay"), which motions are incorporated in their entirety herein by reference and are attached hereto as Appendix B and Appendix C, respectively.

INTRODUCTION

1. In its Petition, Core seeks arbitration of interconnection rates, terms, and conditions on an expedited basis purportedly pursuant to Section 252 of the Act. For the reasons detailed herein and in Alltel PA's and Motion to Strike and Motion to Stay, Core is not entitled to any relief on an expedited basis or otherwise. Core's Arbitration Petition confirms that Core

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will not provide facilities-based CLEC service to end users in Alltel PA's territory and instead intends to act as an aggregator of lines to Internet Services Providers ("ISPs"). Upon Alltel PA's information and belief, Core has requested interconnection negotiations and is pursuing arbitration under false pretenses.

2. In Alltel PA's territory, Core is not going to provide local exchange service, as defined by the Act and this Commission. Applicants for authority to provide CLEC service generally are permitted to begin negotiations based on assumptions that they will actually provide the service they propose. However, Core's Arbitration Petition now demonstrates that Core intends to aggregate lines for ISPs only and does not intend to provide facilities-based CLEC service in Alltel PA's territory, and the fully developed record in the Core Application Proceeding at Docket No. A-310922F0002, AmA, before Administrative Law Judge Weismandel supports this fact. This Commission should address Core's CLEC certification rights before requiring Alltel PA to devote substantial resources to this arbitration.

3. The conclusion that Core will not provide local service in Alltel PA's territory emanates from the absence in Core's Petition of requests to resolve certain issues, the outcome of which are indispensable to the provision of local service. For instance, Alltel PA is not aware of any plans of Core to build local loop facilities to serve end-user customers in Alltel PA's territory. Moreover, in negotiations, Alltel PA and Core did not agree on the rates for Core's use of Alltel PA's local loops or other wireline facilities, including collocation. Yet, Core subsequently failed to identify as unresolved the rates for leasing loops or other wireline facilities. Clearly, Core does not intend to lease Alltel's facilities.

4. Additionally, Core failed to define a point of interconnection within Alltel PA's local territory, thereby confirming that Core does not plan to be a facilities-based carrier. Core's

lack of a need for any type of facility in Alltel PA's territory may be explained by Core's request to interconnect remotely with Alltel PA through Verizon (indirect interconnection) outside of Alltel PA's territory and Core's plan to employ VNXX to carry out its ISP related service with the appearance of local telephone numbers. This ISP-bound VNXX service, however, is not subject to Section 252 arbitration. Under the circumstances, it is Alltel PA's information and belief that Core has requested interconnection and arbitration under false pretenses.

5. Alltel PA requests that the Commission grant Alltel PA's relief as expeditiously as possible to prevent further harm and prejudice to Alltel PA, which to date has expended valuable resources negotiating what it believed to be interconnection services enabling Core to be a facilities-based CLEC within the Alltel PA service territory. In reality, Core seeks to provide interexchange service that is not subject to reciprocal compensation under Section 251 or arbitration under Section 252. Additionally, the Commission should not be forced to expend its resources arbitrating an agreement for services that are outside of the Commission's Section 252 jurisdiction.

Response to Petition Allegations

6. Alltel PA answers seriatim the allegations set forth in the Core Arbitration Petition, as follows:

PARTIES

Paragraph 1. Alltel PA denies that Core is a CLEC authorized to provide competitive local exchange services throughout Pennsylvania. Alltel PA admits that Core has been certified to provide local exchange services in territories of Verizon Pennsylvania, Inc. and Verizon North and Sprint but states that Alltel PA is without knowledge as to whether Core is actually providing local exchange service in Verizon or Sprint territories. Core is not certified as a CLEC

in the Alltel PA service territory. Core's amended CLEC Application applicable to Alltel PA's service territory is currently pending before this Commission in Docket No. A-310922F0002, AmB. Alltel PA in its Motion to Stay is seeking to stay this amended CLEC Application pending resolution of Core's facilities-based CLEC rights at Docket No. a-310922F0002, AmA.

Core, in its pending CLEC Application, solely requests authority to provide facilities-based CLEC service. As described in paragraphs 2-5 herein, Core will not be facilities-based, nor will it be a CLEC. Core's Petition now undisputedly establishes that Core has no intention of leasing wireline network facilities necessary for the provision of service to end users physically located in Alltel PA's service territory. Alltel PA further states upon information and belief that Core plans to use VNXX to carry out its service with the appearance of local telephone numbers, and this VNXX scheme is further evidence that Core will not provide facilities-based CLEC service. Upon Alltel PA's information and belief, Core will be aggregator of lines to ISPs that do not serve telecommunications end users, and the service Core intends to offer is an interexchange service not subject to reciprocal compensation.

Paragraph 2. Alltel PA admits that it is an ILEC in Pennsylvania. Alltel PA is certificated by the Commission to provide incumbent local exchange services and is a rural telephone company as defined under Section 3(47) of the Act¹, which the Commission has recognized in its orders entered at Docket Nos. M-00960799² and P-00971177.³

Alltel PA's address is as follows:

Alltel Pennsylvania, Inc.
109 Crytzer Road

¹ 47 U.S.C. §153(47).

² Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799; Orders entered June 3, 1996 ("Implementation Order") and September 9, 1996 ("Reconsideration Order").

³ Re: Petition of Rural and Small Incumbent Local Exchange Carriers for Commission Action pursuant to Section 251(f)(2) and 253(b) of the Telecommunications Act of 1996, Docket No. P-00971177, Orders entered July 10, 1997 ("July 1997 Suspension Order") and October 19, 1999 ("October 1999 Suspension Order").

Kittanning, PA 16201

The names, address, and telephone number of Alltel PA's attorneys are as follows:

Patricia Armstrong
Holly Rachel Smith
D. Mark Thomas
THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street
P.O. Box 9500
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JURISDICTION

Paragraph 3. Alltel PA states that this Honorable Commission respectfully is without jurisdiction over Core's Petition, which concerns only interexchange services and does not set forth arbitration with respect to local exchange service. The Petition confirms that Core, in fact, is not seeking to offer local exchange service to end users in Alltel PA's territory. Therefore, Core is without standing to pursue Section 252 arbitration. Alltel PA admits that the Act sets the arbitration window for a lawful and procedurally correct arbitration petition – which Core's Petition is not – as the period from the 135th to 160th day after receipt of a request for interconnection. Alltel PA denies that the arbitration window is applicable to Core's Petition for the reasons set forth more fully in the Motion to Strike.

Paragraph 4. Alltel PA denies that Core's request constitutes a lawful interconnection request for the provision of local exchange service. In light of Core's Petition and the now confirmed fact that Core has no intention of providing local exchange service to end users in Alltel PA's territory, Core cannot be considered as having requested appropriate negotiations with Alltel PA.

BACKGROUND AND HISTORY OF NEGOTIATIONS

Paragraph 5. Alltel PA denies the allegations therein, particularly that Core's request may be considered as a bona fide request for interconnection or that Core has acted in good faith. Core's apparent intention merely to aggregate lines to ISPs does not give rise to any duty by Alltel PA to Core under Sections 251 and 252 of the Act.

Alltel PA specifically denies Core's statement in Paragraph 5 of the Petition to the effect that the agreement between Core and Alltel PA should incorporate terms that fulfill Alltel PA's duties under the Act because, as is now evident, Core has no intention of providing the type of service that would invoke such duties on the part of Alltel PA. The relevant facts are described below.

On December 16, 2005, Jimmy Dolan, at the time Alltel's Manager of Interconnection Services, noted that Core had failed to make any changes to the UNE, collocation and resale attachments of the Alltel PA proposed template interconnection agreement. Mr. Dolan asked Core whether Core would be needing these services (Core Appendix 10). On the same day, Core responded that it had no changes to any of the aforementioned attachments and would be accepting them in their entirety (Core Appendix 11). However, none of the attachments contained any prices and the template agreements clearly stated that pricing had been requested from Alltel's costing group (Core Appendix 12).

Alltel PA was preparing but did not provide any pricing to Core for the above services prior to Core filing for arbitration. Nevertheless, Core failed to include UNE, collocation and resale pricing in its list of disputed issues. Facilities-based CLECs need to determine their cost structure prior to executing any interconnection agreement. Such carriers cannot determine their cost structure without knowing the prices for the underlying services. The pricing of UNEs,

collocation resale would be essential to a carrier desiring to offer local exchange service but not to Core given its demonstrated intention not to utilize such services.

Furthermore, Core does not intend to directly interconnect with Alltel PA under any circumstances. Thus, Core does not intend to be a facilities-based CLEC in the Alltel PA service territory. Core is seeking only indirect interconnection via a third party tandem, an interconnection type intended for small traffic volumes. Indirect interconnection is typically subject to volume thresholds that, if met, would require the parties to establish direct interconnection. Core refuses to agree to a volume threshold for triggering direct interconnection with Alltel PA. Instead, Core proposes that Alltel PA carry traffic destined to Core to a point outside Alltel PA's service area. Core's position clearly reflects its intentions to seek reciprocal compensation for interexchange ISP traffic without having to directly interconnect with Alltel PA, while ensuring that all expenses associated with the transport of Core's traffic is borne by Alltel PA.

Core's Petition confirms instead that Core intends to aggregate lines to ISPs and employ virtual numbering to direct calls that originated on Alltel PA's network to exchanges outside Alltel PA's service territory. By establishing virtual numbers in Alltel PA territory, Alltel PA would be forced to transport Core's traffic to a distant point of Core's choosing outside Alltel PA's service area. In addition, Core's proposal would require Alltel PA to deploy facilities outside Alltel PA's service area necessary to accommodate Core's traffic volumes. Once again, this scheme would permit Core to receive reciprocal compensation for non-local ISP-bound traffic, without having to establish any interconnection facilities, and without having to incur any expenses for the transport of its traffic to the point of interconnection outside of the Alltel PA service territory.

The use by Core of virtual numbering in this manner represents an interexchange service squarely outside Section 251(b)(5) reciprocal compensation pursuant to Section 251(g) of the Act.⁴ Such interexchange ISP traffic does not represent a service subject to Section 251(b)(5)⁵ reciprocal compensation and instead represents exactly the type of CLEC arbitrage that the Federal Communications Commission (“FCC”) intended to foreclose in its ISP Remand Order.⁶ In the ISP Remand Order, the FCC did not conclude that Section 251(b)(5) reciprocal compensation applies to ISP-bound traffic. Instead, the FCC assumed jurisdiction over such traffic as being interstate and implemented a transitional intercarrier compensation regime applicable to local ISP-bound traffic. Unless Core intended and requested to provide local exchange service in Alltel PA, Core cannot rely on Section 252 to arbitrate an agreement addressing only interexchange services.

Paragraphs 6-18. Alltel PA denies the allegations therein and states affirmatively that the content of any letters or other correspondence between the parties speaks for itself and that Alltel PA’s actions with respect to its negotiations with Core were based on Alltel PA’s good faith belief (now proven by Core’s Petition to be false) that Core intended to provide facilities-based local exchange service to end users in Alltel PA’s territory. Alltel PA takes issue with Core’s statement at paragraph 14 that “Core clarified its proposed language.” Affirmatively, Alltel PA states generally that Core’s approach throughout the parties’ negotiations was to delete or revise Alltel PA’s proposed language without explanation such that Core cannot be said to have “clarified” its issues or positions.

⁴ 47 U.S.C. §251(g).

⁵ 47 U.S.C. §251(b)(5).

⁶ Intercarrier Compensation for ISP-Bound Traffic, cc Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd. 9151, 9178, ¶¶18-20 (2001) (“ISP Remand Order”), remanded, Worldcom v. FCC, 288 F.3d 429 (D.C. Cir. 2002), cert. denied, 538 U.S. 1012 (2003).

Paragraph 19. Alltel PA denies the allegations in Paragraph 19 of the Petition and affirms that Alltel PA did not waive and continues to reserve all rights with respect to its federal rural exemption under the Act. Further, the FCC's ISP Remand Order cited by Core is a written document which speaks for itself. However, Alltel PA emphasizes that the transitional compensation mechanism adopted in that order for ISP-bound traffic applies only to local traffic. Affirmatively, it is Alltel PA's information and belief based on Core's statements in and omitted from its Arbitration Petition that Core does not intend (and has never intended) to provide facilities-based local exchange service to residential and business end users within Alltel PA's rural service territory.

Paragraphs 20-30. Alltel PA denies the allegations therein and states affirmatively that the content of any letters or other correspondence between the parties speaks for itself. To reaffirm, Alltel PA's actions were based on its mistaken but good faith belief that Core intended to provide facilities-based local exchange service to end users in Alltel PA's territory. Thus, Alltel PA proceeded in this matter on belief that it had a duty under the Act to negotiate with Core.

Paragraph 31. Alltel PA denies the allegations therein and states that Alltel PA was continuing to prepare responses to Core's information requests when Core filed its Petition for Arbitration. Core's representation that "Alltel has not provided Core with (1) any clarification of its position with respect to the ISP Remand Order; or (2) any concrete intercarrier compensation compromise proposal" is both misleading and revealing. In fact, Alltel PA was continuing to discuss issues with Core, but Core ceased communications at the time that it filed its Petition for Arbitration.

Further, Core's emphasis only on compensation related to ISP-bound VNXX traffic, and its failure to also seek resolution of any collocation or UNE rates necessary to provide local exchange service to end users in Alltel PA's territory or identify an interconnection point within the Alltel PA network, demonstrates that Core does not intend to exchange local traffic with Alltel PA as a facilities-based CLEC. Therefore, the subject matter of the Petition does not fall within the scope of this Commission's arbitration jurisdiction under Section 252 of the Act.

Affirmatively, Alltel PA states that the compensation regime on ISP-bound traffic is not well settled. The Core Forbearance Order is on appeal before the District of Columbia Court of Appeals.⁷ Also, the FCC in its pending Intercarrier Compensation Proceeding, is currently addressing the compensation regime for all types of traffic including ISP-bound traffic.⁸ Notwithstanding, it is well settled that Section 251(b)(5) has no application to interexchange ISP traffic routed using virtual numbers.⁹

DISPUTED ISSUES

Paragraphs 32-35. Alltel PA denies the assertions therein and states that the authorities cited by Core are written documents which speak for themselves and Core's sole emphasis therein on ISP-bound traffic is telling and fully supports Alltel PA's Motion to Strike and Motion to Stay. Attached hereto as Appendix A is a detailed statement of Alltel PA's responses to Core's list of Disputed Issues that were attached to Core's Petition as Appendix 2. Affirmatively, Alltel PA states that – as Core has established that it will not provide facilities-based local exchange service to end users in Alltel PA's territory – Core's purported Petition for Arbitration is not

⁷ Petition of Core Communications, Inc. for Forbearance under 47 U.S.C. 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171, Order, 19 FCC Rcd 20179 (2004) ("Core Forbearance Order") appeals pending sub nom. Core Communications, Inc. v. FCC, Nos. 04-1368 (filed Oct. 27, 2004) and 04-1423 (filed Dec. 17, 2004) (D.C. Cir.).

⁸ Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, Further Notice of Proposed Rulemaking, 20 FCC Rcd 4685, at n. 48 (2005).

⁹ See, 47 U.S.C. §251(g).

properly before this Commission and neither reciprocal compensation, as provided for in Section 251(b)(5) of the Act, nor the ISP Remand Order's interim compensation scheme for ISP-bound traffic, are applicable to compensate Core for its traffic.

Respectfully, the Commission need not expend valuable resources arbitrating an agreement that cannot be implemented and for which Alltel PA has no duty under the Act to negotiate with Core. Therefore, the Commission need not reach the merits of the parties' respective Disputed Issues and should instead properly dispose of the Petition for Arbitration by granting Alltel PA's Motion to Strike.

Specifically in response to Core assertion that a "well settled legal obligation of the parties to pay reciprocal compensation," Alltel PA states that the traffic in question does not constitute local exchange service subject to Section 251(b)(5) reciprocal compensation or the application of the FCC's transitional compensation regime set forth in its ISP Remand Order as modified in the Core Forbearance Order. First, it is virtual NXX traffic that is by definition interexchange traffic exempt from Section 251(b)(5), pursuant to Section 251(g). Second, reciprocal compensation does not apply because Core's service is not "local," as described fully herein at paragraphs 2 through 4. Third, Core has maintained throughout its negotiations with Alltel PA that it does not plan to directly interconnect with Alltel PA and its sole means of interconnection will be indirectly via a third party tandem.

Moreover, Core desires an indirect interconnection scenario without regard to the volume thresholds that typically apply in interconnection agreements. These volume thresholds ensure that the use of indirect interconnection remains an efficient method of exchanging traffic as volumes increase. Core has at all times refused to agree to establish a volume threshold that would require the establishment of direct trunks between the parties. Core's strategy is to avoid

having to establish facilities within the Alltel PA service territory, including interconnection trunks. Instead, Core seeks to require Alltel PA to bear all the transport costs associated with Core's traffic, including transport outside Alltel PA's service areas to reach a third-party tandem provider.

Core would go as far as to require Alltel PA to deploy additional facilities, extending beyond Alltel PA's service area, in order to accommodate Core's ISP traffic volumes. Core's business plan is clear by its conduct during these negotiations and confirmed by the content of its Petition. Core is endeavoring to obtain facilities-based CLEC authority to execute a scheme to receive Section 251(b)(5) reciprocal compensation for non-local traffic and without any intent to offer local exchange services in the Alltel PA service territory, without having to expend any resources to establish direct connections with Alltel PA and without having to incur any expenses associated with the transport of such non-local traffic to a location outside Alltel PA's service area.

Should Core be allowed to proceed with arbitration based on this scheme, Alltel PA submits that originating intrastate access charges would be appropriate. Further, Alltel PA should not bear any costs arising in hauling the Core's traffic to a tandem location outside Alltel PA's network boundaries.

With respect to Paragraph 34 of the Petition, the FCC's ISP Remand Order does not apply to interexchange traffic nor does the portion of the ISP Remand Order cited by Core apply to Alltel PA, because VNXX is by definition an interexchange service. If this issue is allowed to proceed, originating access charges under Alltel PA's intrastate tariff should be applied.

As to the assertions in Paragraph 35 of the Petition, the FCC's ISP Remand Order clearly concludes that Section 251(b)(5) is not applicable to the traffic in question and that the FCC's transitional mechanism for compensation for local ISP-bound traffic does not apply.

Paragraphs 36-37. Alltel PA denies the allegations therein, specifically Core's implication that Alltel PA has acted in anything other than good faith. Throughout its dealings with Core, Alltel PA has acted in the utmost good faith and engaged diligently in good faith negotiations to reach an agreement to address what Core purported to be valid facilities-based local exchange service. Alltel PA, however, now knows that Core has no intention of being a facilities-based CLEC within the Alltel PA service territory and that Section 252 is not applicable.

EXPEDITIOUS RESOLUTION OF DISPUTED ISSUES

Paragraphs 38-39. Alltel PA denies the assertions therein, specifically that Core is entitled to any relief, whether or not on an expedited basis. Core amended its CLEC Application at Docket No. A-310922F0002, AmA, alleging that it would operate solely as a facilities-based CLEC. Throughout subsequent negotiations, Core misled Alltel PA that Core intended to utilize Alltel PA's collocation and UNEs and negotiate associated rates as necessary for Core to provide facilities-based local exchange service to end users in Alltel PA's territory. However, Core's Petition for Arbitration herein establishes otherwise. Core did not identify key collocation or UNE rates as unresolved items and emphasizes only ISP-bound traffic and the desire for only indirect interconnection through a third-party tandem. In fact, at Paragraph 38 of its Petition, Core requests relief on an expedited basis in order to provide "competitive services" – not competitive local exchange services – to Pennsylvania customers. Core's Petition irrefutably demonstrates that Core will not provide local exchange telecommunications services to end users

in Alltel PA's service territory and that its real purpose is to obtain reciprocal compensation on what is interexchange traffic. Accordingly, Core is not entitled to any relief asserted in its Petition, whether expedited or not.

Paragraph 39. Alltel PA denies the allegation in Paragraph 39 of the Petition that Core has submitted all relevant drafts of the proposed Interconnection Agreements and states that Core omitted proposed drafts relative to billing disputes and number portability, which Alltel PA has attached collectively as Appendix D. Significantly, Alltel PA notes that Core also states in Paragraph 39 of the Petition that Core has submitted "all potentially relevant documents" as required by Section 252 of the Act. As the Petition fails to identify collocation or UNE rates or network interconnection points necessary for Core to provide facilities-based local exchange service pursuant to the Act, Core's statement concedes that such issues (which were not negotiated between the parties) are not relevant to Core's Petition. Therefore, without such collocation or UNE rates or interconnection points, Core expresses its intent not to provide facilities-based local exchange service to end users in Alltel PA's territory. Instead, Core is unlawfully seeking to utilize Section 252 arbitration procedures to gain reciprocal compensation in interexchange traffic.

REPLY TO CORE'S REQUESTED RELIEF

7. For the reasons set forth above and in Alltel PA's Motion to Strike, the relief requested in the Petition should be denied, and the Commission should dismiss the Petition in its entirety and grant to Alltel PA all other necessary and proper relief.

ALLTEL PA REQUESTED RELIEF

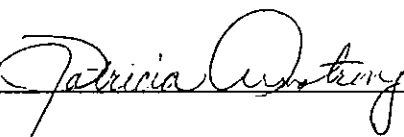
8. Sections 251(c)(1) and 252(b) of the Act apply where the parties have a lawful duty to negotiate interconnection. The ISP-related interconnection and compensation demanded

by Core's Arbitration Petition and the Petition's failure to seek resolution of issues necessary for Core to provide facilities-based local exchange services to end users in Alltel PA's territory demonstrate that Sections 251(c)(1) and 252(b) of the Act are not applicable. Alltel PA has at all times acted in good faith and remains willing to do so at such time as Core demonstrates that it is seeking and has secured a valid CLEC certificate to provide local exchange services in Alltel PA's service territory and demonstrates that it is in fact proceeding with providing such local exchange services. However, in the interim, Alltel PA should not be made to expend additional resources arbitrating an agreement that is not properly before this Commission pursuant to Section 251 or 252 of the Act and which cannot be implemented until Core secures and commits to legitimate CLEC certification for a proper purpose (i.e., provision of local exchange services to end users in Alltel PA's territory). Core's requested relief is improper and unlawful and should be denied. Alltel PA requests, on an expedited basis, that Core's Arbitration Petition be stricken.

WHEREFORE, Alltel PA respectfully requests that the prayer for relief in the Core Arbitration proceeding be denied and that the said Petition be dismissed.

Respectfully submitted,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By  _____

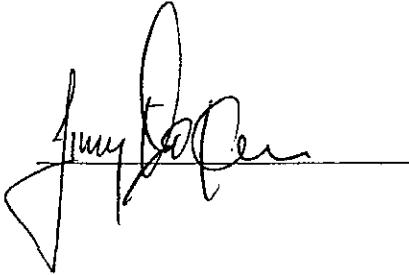
Patricia Armstrong
Holly Rachel Smith
D. Mark Thomas

Attorneys for Alltel Pennsylvania, Inc.

Dated: April 24, 2006

VERIFICATION

I, Jimmy Dolan, Staff Manager of Alltel Pennsylvania, Inc. hereby state that the facts set forth herein above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

A handwritten signature in black ink, appearing to read "Jimmy Dolan", is written over a horizontal line. The signature is stylized and cursive.

Date: April 24, 2006

Appendix A

DISPUTED ISSUES - APPENDIX A

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1. Limitation of Liabilities (GT&C Section 7.3(d))

Alltel PA's Actual Position:

Core misstates the parties' agreement. Alltel PA agreed to Core's proposed language in Subsections (a), (b), (c) and (f), and Core agreed to delete its proposed language in subsection (e). Alltel disagreed with Core's language in subsection (d) because the scope of the provision was too broad and did not specifically define the actions or behaviors that would result in liability. Furthermore, some of the sections referenced, such as §271, are inapplicable to Alltel PA.

2. Alltel PA notes that Core inadvertently sets forth no Issue No. 2.
3. Security Deposits (GT&C Sections 8.1.2, 8.1.4, and 8.1.5)

Alltel PA's Actual Position:

Alltel PA should be permitted to require a deposit to ensure payment in the event the CLEC is unable to pay its bills. The deposit, if required by Alltel PA, is equal to three (3) months' anticipated charges and is reasonably determined by Alltel PA using Dunn & Bradstreet and previous payment history to Alltel PA. If so required and pursuant to General Terms and Conditions, Section 8.0 Payment of Rates and Late Payment Charges, Subsection 8.1.2, Alltel PA requires a CLEC, such as Core, to pay a deposit prior to service activation. Alltel PA's position is no different than any other company which requires a deposit prior to activating services in order to guarantee payment of services the company is providing. If Alltel PA allowed activation of service prior to the payment of such a deposit, a carrier could simply incur charges and then default on the balance. Alltel PA reserves the right to increase the balance in the event gross monthly billing has materially increased beyond the level initially used to determine the deposit or if circumstances so warrant. Those circumstances could be chronic late payments or an embargo of an account. Section 8.1.5 allows Alltel PA to retain the deposit if a carrier is in breach of the Agreement to ensure that Alltel PA receives payment for services it is legally due. Alltel PA has asked Core to explain its concerns with this language and its response has been that Core is concerned about Alltel PA's performance based on its past experiences with Verizon. This language is a necessary safeguard for Alltel PA against nonpayment by Core or any other carrier that may adopt the resulting agreement.

4. Dispute Resolution (GT&C Section 9.1 & Appendix 1-Billing Dispute Form)

Alltel PA's Actual Position:

The Billing Dispute Form to which Core objects is an industry standard form (located in Appendix 1) developed by the Ordering & Billing Forum ("OBF"). OBF provides a medium for customers and providers in the telecommunications industry

to identify, discuss and resolve national issues which affect ordering, billing, provisioning and exchange of information about access services, other connectivity and related matters. The OBF functions under the auspices of the Alliance for Telecommunications Industry Solutions (“ATIS”), which was authorized by the FCC on January 17, 1985. Alltel utilizes the OBF standard billing dispute form because it produces an OBF standard bill and customer service record (“CSR”). Therefore, the information required on the form is readily available from the bill or the CSR. Alltel requires this form to be populated to ensure that all necessary information is provided to accurately investigate and resolve billing disputes. When a valid billing dispute occurs, Core should not be opposed to completing a form clarifying Core’s disputed billing issues in order allow for a prompt resolution of the dispute. To the contrary, Core’s proposed language would allow Core, or any carrier adopting the agreement, to avoid providing substantive billing dispute information readily available from the bill or CSR and would unnecessarily delay and complicate the final resolution of disputes. If Core’s language were to be accepted, Core would never utilize the industry standard OBF form and could merely dispute and refuse to pay a bill without ever clarifying the details to allow Alltel PA to investigate resolution. Furthermore, Alltel disagrees with Core’s assertion that this form would simply elevate form over substance. This form requires Core to provide substantive information, would allow the parties to resolve their disputes in a timely fashion, and is widely used throughout the industry for these very reasons.

5. Formal Dispute Resolution (GT&C Section 9.4)

Alltel PA’s Actual Position:

Alltel PA disagrees with Core’s characterization of the issue. The provision does not require the parties to submit to commercial arbitration but instead simply provides another avenue that the parties may use to resolve disputes. The provision does not and is not intended to restrict or eliminate any rights afforded to the parties under Sections 207 and 208 of the Act.

6. Amendments or Waivers (GT&C Section 18.0)

Alltel PA’s Actual Position:

Even though Alltel PA is a rural telephone company, pursuant to 47 USC 153(37) and Alltel meets the qualifications for a carrier with fewer than 2% of the nation’s subscriber line, Alltel PA has always negotiated interconnection requests in good faith. Alltel PA does not waive any rights afforded to it in Section 251(f) of the Act by virtue of its rural and 2% status. The provision at issue explicitly states that Alltel PA will not waive any rights afforded to it under Section 251(f) of the Act.

Network Interconnection Architecture

1. Point of Interconnection. (Attachment 4 Sections 1 & 2)

Alltel PA's Actual Position:

Core proposes “*dual interconnection points,*” “*where each party designates an IP on its network at which the other party may deliver its originating traffic.*” Core’s switches are located at Verizon ILEC tandems. Since Core is an ISP and would only receive ISP-bound calls, Core’s proposal would force Alltel PA to bear the costs to transport traffic and construct facilities to a distant point, of Core’s choosing, beyond Alltel PA’s franchised territory. The Act requires ILECs to provide interconnection at any technically feasible point *within* the carrier’s (in this case Alltel PA) network. See 47 USC §251(c)(2)(B). Without waiving any right afforded to Alltel PA under the Act, at no point did Alltel PA refuse to negotiate based on its rural exemption or 2% suspension or modification. However, if Alltel PA were to be required, which clearly it should not be, to extend facilities or bear the costs of use of facilities to deliver traffic outside of its network and local exchange area solely resulting from Core’s chosen location for its network, Alltel reserves the right to assert its rural exemption and to seek a suspension or modification as a 2% rural carrier pursuant to Section 251(f) of the Act. Alltel PA should not incur any charges associated with the routing of traffic to Core merely due to Core’s choice of a distant network location. Core specifically proposes not to establish direct interconnection facilities to Alltel PA and instead attempts to shift all transport costs to Alltel PA and ultimately upon Alltel PA’s customers to reach its facilities.

As mentioned above, the interconnection obligations established in the Act and set forth in the FCC’s rules address interconnection obligations of LECs. The FCC rules are clear that LECs have no obligation 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 service. Accordingly, the interconnection obligations and responsibilities of Alltel PA do not extend beyond its network and service areas. Alltel PA is not responsible for the deployment or provisioning of network facilities or services for transport of telecommunications traffic beyond its exchange boundaries.

Core’s position is contrary to these authorities and threatens the financial viability of Alltel PA and the very fundamental precepts of universal service. Core suggests that Alltel PA should be made to assume financial responsibility to deploy or use a transport facility to carry traffic originated by its customers to a point of interconnection with Core at any point designated by Core, regardless of that location. Neither the Act nor the FCC rules support Core’s position.

Core’s reliance on Order No. 79250 before the Public Service Commission of Maryland in Appendix 29 of its Arbitration Petition is misguided. The Maryland Commission concluded that “[*e*]ach carrier is responsible for the cost of transporting its traffic through its network to the edge of its network” which clearly supports Alltel

PA's position and does not require Alltel PA to extend facilities outside of its service area to deliver traffic to Core. Such decision is also consistent with Alltel PA's proposals offered to Core during the course of negotiations.

Consistent with applicable statutes and regulations, Alltel PA's obligation is to establish an interconnection point with other requesting carriers at an established technically feasible point on Alltel PA's network. If Core truly intended to be a facilities-based provider, Core would establish facilities in the area it is choosing to do business, here the territory of Alltel PA.

2. Interconnection Methods (Attachment 4, Core proposed language Section 2.1 (ii))

Alltel PA's Actual position:

Core's proposed language would allow Core to sublease collocation space from a third party already collocated in an Alltel PA central office or tandem. Alltel PA is not and should not be obligated to enter into sublease arrangements and does not desire to provide such arrangements. Only two CLECs have interconnection agreements with Alltel for collocation in Pennsylvania, and those agreements explicitly preclude those carriers from subleasing their collocation space. Alltel PA is uncertain how Core could obtain this option of interconnection when no third party collocated in an Alltel PA central office can provide this service to Core. Alltel PA accepted Core's proposed language in Section 2.1(i), which states that Core can establish physical architecture at a collocation facility established by Core at an Alltel PA central office or tandem office, and in section 2.1(iii), which allows Core to lease an Entrance Facility and transport from Alltel PA. Alltel PA does not collocate at another ILEC's central office or tandem office as proposed by Core and, as stated in Alltel PA's position in paragraph 4 above, Alltel PA is not required to provide interconnection at points that are not within its network service area.

3. Loop Interconnection (Attachment 4 Core proposed language Section 2.2.4)

Alltel PA's Actual position:

Alltel PA does not understand Core's position with respect to interconnection *where Alltel has substantial "outside plant" or "loop" facilities in place to serve high capacity end user customers (e.g., a "carrier hotel").* Alltel PA does not have any "carrier hotels" in any of its serving areas. Carriers interconnecting with Alltel PA do so on Alltel PA's interconnected network. Core also proposes access to Alltel PA's "retail" facilities to gain access to Alltel's network instead of using special access via the applicable tariffs. Core's proposed language would require Alltel PA to, if necessary, physically build facilities to any point Core chooses within sixty (60) days of Core's notice. Core's position is unreasonable and has no legal basis. The Act and FCC rules require Alltel PA to provide interconnection at any technically feasible point in Alltel PA's network. Alltel PA offers direct interconnection at Alltel tandems, end offices and via mid span fiber meet points on Alltel PA's network in compliance with the Act and FCC rules. Further, were this arbitration properly

before the Commission, which it is not for the reasons set forth in Alltel PA's Motion to Strike, Alltel PA would agree to indirect interconnection provided that the parties would establish direct interconnection at such time as a specified volume threshold of traffic was met.

4. Indirect Traffic – Volume Limit (Attachment 4, Core proposed language Section 12.1)

Alltel PA Actual position:

Core stated *“there is no reason for the parties to impose restrictions on their own use of a third party tandem provider for delivery of interconnection traffic.”* Therefore, Core or any other carrier would never be motivated to establish direct interconnection with Alltel PA. Alltel PA requires a carrier to establish direct interconnection to an Alltel PA central office once that carrier reaches a specified volume threshold at the end office where the traffic is originated or terminated. The volume threshold is negotiated by the parties, but Core proposed to delete Alltel PA's proposed traffic volume requirements and never offered an alternative proposal. Traffic thresholds are established so that companies deploy the most efficient network arrangement to ensure customer service is not negatively impacted. Otherwise, high traffic volumes may result in traffic congestion when the appropriate interconnection arrangements are not deployed, thereby causing customers to incur a “fast busy” signal.

Core is an ISP that, if allowed to interconnect with Alltel PA as it has proposed, will collect retail revenue from end user customers and ISP compensation from Alltel PA for the termination of ISP-bound calls without incurring any expense associated with the transport and termination of calls from its ISP customers. If Core truly intended to be a facilities-based provider of local exchange service and was concerned about traffic congestion issues, it would connect directly with Alltel PA on Alltel PA's network. Pursuant to law, Alltel PA allows indirect interconnection and has never denied that option to Core provided Core bears all costs related to its request. However, Alltel PA requires a carrier to establish direct interconnection based on a specified level of traffic exchanged between the parties.

5. Indirect Traffic – Duty of Originating Carrier (Attachment 4, Core proposed language in Section 12.2.3, Alltel language Section 2.3)

Alltel PA's Actual position:

Alltel PA agrees that the originating party is responsible for third party tandem provider arrangements but those arrangements are between the originating party and the third party and would be addressed in an agreement between those parties. Those arrangements should not be addressed in an interconnection agreement between Alltel PA and Core. Further, Core should bear all third-party tandem provider costs arising from its request not to directly interconnect within the Alltel PA network.

Intercarrier Compensation

1. VNXX Traffic & Other Rating Issues (Attachment 12 Alltel Sections 1 & 3.4)

Alltel PA's Actual position:

Core refers to industry standards, FCC rules and orders, and Commission investigations, but Core fails to provide any relevant citations. Alltel PA disagrees with Core that VNXX is addressed in the Act, and Alltel PA is not aware of any FCC order or rule that addresses VNXX. In fact, the subject of VNXX currently is being addressed in the FCC's Intercarrier Compensation NPRM. Core did not propose any language to include VNXX in the interconnection agreement during the negotiations, and Alltel PA does not understand how Core now claims this as an open issue.

Alltel PA is unclear as to Core's opposition with respect to Section 3.4. Core did not provide any comments to the objections that were included in the redline it provided to Alltel PA and did not state clearly its position in the Arbitration Petition. Alltel PA's position is clear that until the FCC establishes rules addressing compensation for VoIP traffic, all traffic terminated to Alltel PA will be rated under existing compensation rules. Neither Alltel PA nor Core can predict the rules that will be established for compensation of VoIP traffic. Therefore, the parties can only follow the federal and state rules, as they exist today. Alltel PA proposes that the existing compensation rules be followed in this interconnection agreement. If the FCC promulgates rules that change the compensation obligations of the parties, the interconnection agreement will be amended through the change of law provision to reflect these new rules.

2. Passing of ANI and CPN (Attachment 12 Alltel Section 2.0)

Alltel PA's Actual position:

Core proposes to use Automatic Number Identification ("ANI") over multi-frequency ("MF") signaling. Such application would allow a carrier to transport traffic through another carrier to avoid applicable charges. When a carrier uses ANI, as opposed to Calling Party Number ("CPN"), and delivers its originated traffic through another carrier to Alltel PA, the originating phone number will reflect a billing number, or ANI. However, the billing number or ANI is a default number associated with the circuit or facility utilized in transporting the call rather than the actual number that originated the call. Therefore, Core's proposed methodology allows the originating carrier to provide an originating phone number that is not associated with the originating party, thus altering the appropriate compensation to be charged to the carrier by the terminating company. Simply put, under Core's methodology, a carrier can avoid all access compensation. Under Alltel PA's proposal, carriers are required to provide CPN that reflects the

originating phone number associated with the caller rather than a default number associated with the facility used to deliver the call. Alltel PA also requires that the CPN not be stripped, altered or modified. The CPN reflects the actual originating phone number so that the appropriate carrier can be properly compensated. Core incorrectly asserts that Alltel PA denies the use of ANI; however, Alltel PA allows the use of ANI and MF signaling when SS7 is unavailable. Alltel PA is unclear why Core would choose to provide MF signaling since this method is rarely used today. The deployment of SS7 signaling ensures CPN is provided and accurate Caller ID is available to the customer. Core's proposal would allow Core to provide only ANI over MF signaling without ever providing CPN via SS7.

3. Reciprocal Compensation for Local/Section 251 (b)(5) Traffic (Attachment 12, Alltel Section 3.0, Core proposed language Section 3.0)

Alltel PA's Actual position:

Alltel PA's position is clear in the proposed interconnection agreement that local traffic will be exchanged on a bill and keep basis until the traffic exchanged between the parties is no longer roughly balanced. Once the traffic exchanged becomes out of balance for three consecutive months, the parties agree to compensate each other at a reciprocal compensation minute of use rate. Alltel PA's position is consistent with the FCC rules and is a reasonable approach to compensation when the traffic is balanced. See 47 CFR § 51.713. Alltel PA understands that the balance of traffic can change and has addressed this in the agreement by providing an option for either party to request compensation once the local traffic exchanged is no longer balanced. However, Alltel PA believes that ISP-bound VNXX traffic is interexchange traffic subject to originating access charges and that Section 251(b)(5) reciprocal compensation is not applicable thereto.

4. Intercarrier Compensation for ISP-Bound Traffic (Attachment 12 Core's proposed 4.0).

Alltel PA's Actual position:

Alltel PA states that the FCC's ISP Remand Order provided that if a LEC was not compensating CLECs for local ISP bound traffic as of the released date of the order, then ISP-bound traffic would be exchanged on a bill and keep basis ("new to market"). Therefore, Alltel PA was not required to elect the pricing caps set forth in the ISP Remand Order. Alltel PA analyzed any impacts of the Core Petition on its obligations to compensate CLECs for the termination of ISP-bound traffic, although Core filed its Arbitration Petition in the course of Alltel PA performing its analysis. Since the filing of the Petition, Core has demonstrated clearly that Core does not intend to provide local exchange services in Alltel PA territory and will not be exchanging any local traffic with Alltel PA. Therefore, Alltel PA does not have any obligations to compensate Core pursuant to Section 251(b)(5) of the Act.

5. Billing Arrangements (Attachment 12 Alltel Section 5.2)

Alltel PA's Actual position:

Existing FCC rules for compensation are based upon the geographic location of the end users initiating the call and receiving the call (end points of the call). The use of NPA-NXXs is the only available method for determining the geographic location of each party's customer and the appropriate rate to be assessed. Alltel PA's proposes to follow the current rules and practices that ensure rendering of accurate bills. Although Alltel PA is unclear as to why Core is opposing this industry standard, it appears Core's proposal is to use the same NPA-NXX for different locations, which will result in Core's ability to mask the true location of its customers and therefore avoid lawful compensation.

In fact, Core agrees to this same requirement in its Petition. In the Intercarrier Compensation section, Issue 2, Core states "*Core's position is that intraLATA traffic should be rated as Section 251(b)(5) Traffic or intraLATA toll traffic based on a comparison of the NPA-NXX of the calling and called parties. Core notes that there exists currently no alternative method for classifying calls for compensation purposes.*"

Number Portability

1. Number Portability (Alltel Attachment 14)

Alltel PA's Actual position:

This attachment does not "*obscure, confuse, or contradict the Parties existing obligations under the law*" as Core asserts. Alltel PA's Number Portability attachment conforms with FCC rules and regulations and establishes processes for portability, such as testing, to ensure portability is working properly with new carriers. Further, Alltel PA's attachment sets forth the obligations of the parties and provides the service order charges Alltel PA assesses for processing Core's portability requests. Additionally, this attachment establishes each party's responsibility for working with local E911 and PSAP coordinators for a seamless transition of emergency services. Alltel PA provided responses to Core's proposed changes on February 24, 2006. Although Alltel PA does not agree to a complete deletion of its Number Portability attachment, Alltel PA did agree to Core's modifications to 2.3, 2.5, 4.1, and 4.3, but Core never responded to Alltel PA's proposal.

Definitions

1. Automatic Numbering Identification (Proposed Core definition)

Alltel PA's Actual position:

ANI is not part of Alltel PA's template agreement and was proposed by Core. Please see Alltel's response to ANI in paragraph 2 under Inter-carrier Compensation.

2. Exchange Services (Alltel)

Alltel PA's Actual position:

Core suggests that exchange service is not a defined term in the Act or elsewhere. Alltel PA states that many terms are not defined in the Act but are included in the interconnection agreement in order to clarify the parties' respective obligations. The better practice is to define terms to ensure the parties are clear as to their intent and precise meaning. In fact, the term "Exchange Services" is included in 51 C.F.R §§701 *et seq.* (Subpart H-Reciprocal Compensation for Transport and Termination of Telecommunications Traffic) that Core references in paragraph 33 of Cores Disputed Issues. Core's deletion of this term leads Alltel PA to believe that Core has no intention of exchanging two-way switched voice grade telecommunications services and, therefore, that Core will not be a facilities-based provider in Alltel PA's service area.

3. IntraLATA Toll Traffic (Alltel)

Alltel PA's Actual position

Alltel PA is not aware of any issue with this definition by Core. Alltel PA modified its original definition and Core never opposed this definition or provided any changes. Alltel PA can only comment to Core's objection based upon the information Core provided in the Petition. Core appears to oppose the definition in an effort to avoid paying access charges and follow the current compensation rules established by the FCC and this Commission. If Alltel PA were forced to agree to Core's position, Core or any carrier adopting the arbitrated agreement would be allowed to permit arbitrage of lawful compensation requirements.

4. Interconnection Point (Alltel)

Alltel PA's Actual position:

Alltel PA has stated its position regarding the Interconnection Point, or Point of Interconnection, under Network Interconnection Architecture paragraph 1.

5. ISP-Bound Traffic (Core)

Alltel PA's Actual position:

Alltel PA agrees with Core's definition and considers this issue closed.

6. ISP Forbearance Order (Core)

Alltel PA's Actual position:

Alltel PA agrees with Core's definition and considers this issue closed.

7. ISP Remand Order (Core)

Alltel PA's Actual position:

Alltel PA agrees with Core's definition and considers this issue closed.

8. Section 251 (b)(5) Traffic (Core)

Alltel PA's position:

Alltel PA disagrees that the proposed definition defines local traffic. The FCC definition simply separates Section 251(b)(5) traffic from interstate or intrastate exchange access, or exchange services for such access. Alltel PA's definition of local traffic is included in Attachment 12, Section 1.2. Alltel PA's definition is consistent with 51 C.F.R §§701(b)(1) "*Local telecommunications traffic – telecommunications traffic between a LEC and a telecommunications carrier other than a CMRS provider that originates and terminates within a local service area established by the state commission.*" All of Alltel PA's local service areas have been approved by this Commission and are listed in Alltel PA's Local Exchange Tariff.

Pricing Attachment

1. Pricing Attachment (Core)

Alltel PA's position:

Alltel PA maintains its position that it is not Verizon and the use of Verizon rates in this Agreement is not appropriate or necessary. The FCC rules are clear that the rates billed pursuant to an interconnection agreement are developed by the LEC that is a party to the interconnection agreement. The rates for entrance facilities are listed in Alltel PA's access tariff and have been approved by the FCC and this Commission. Therefore, no issue exists with respect to the availability of entrance facility rates. In addition to the pricing attachment, Core filed for arbitration prior to receiving Alltel PA's rates for collocation and UNEs. Core had requested that Alltel PA's Network Element and Collocation attachments be included but then filed for arbitration prior to Alltel PA having an opportunity to provide Core its current rates and without identifying the rates as an unresolved item. Since Core did not include these missing rates listed in Attachments 6, 7 and 8 as an unresolved

issue, Core demonstrates that it has no intention of collocating or purchasing UNEs in Alltel PA's territory.

Appendix B

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CHARLES E. THOMAS
(1913 - 1998)

April 24, 2006

James J. McNulty
Secretary
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RECEIVED
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PA PUC
SECRETARY'S BUREAU

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) Docket Nos. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of Alltel Pennsylvania, Inc.'s "Motion to Strike, Dismiss or Stay the Petition for Arbitration of Core Communications, Inc." at the above-referenced docket. A Certificate of Service is attached to the Motion.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By


Patricia Armstrong

Encl.

cc: Certificate of Service

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, : Docket No. A-310922F7004
Terms and Conditions with Alltel :
Pennsylvania, Inc. :

**ALLTEL PENNSYLVANIA, INC.'S
MOTION TO STRIKE, DISMISS OR STAY
THE PETITION FOR ARBITRATION OF
CORE COMMUNICATIONS, INC.**

NOW COMES, Alltel Pennsylvania, Inc. ("Alltel PA"), by its attorneys, pursuant to 52 Pa. Code §5.101(a), and moves to strike, dismiss or stay the Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) ("Core Arbitration Petition") in the above-captioned docket. In support thereof, Alltel PA respectfully represents and moves as follows:

BACKGROUND

1. Alltel PA is a certificated incumbent local exchange carrier ("ILEC").¹ It is also a rural telephone company as defined under Section 3(47) of the Telecommunications Act of 1996 ("TCA-96").²
2. Core Communications, Inc. ("Core") filed an Application at Docket No. A-310922F0002, AmA for facilities and non-facilities based competitive local

¹Alltel PA is an ILEC resulting from numerous mergers of small independent telephone companies. It provides local exchange service in 83 rural exchanges which are located in 29 of Pennsylvania's 67 counties.

²47 U.S.C. §153(47). Section 251(f) of TCA-96, 47 U.S.C. §251(f), provides exemptions and suspensions for rural telephone companies from the interconnection requirements that apply to local exchange carriers, *i.e.*, Sections 251(b) and (c), 47 U.S.C. §251(b) and (c).

exchange carrier ("CLEC") authority within the service territories of all Pennsylvania rural local exchange carriers ("RLECs"), including Alltel PA, on May 27, 2005. Core subsequently amended the Application to limit its certification request to facilities-based CLEC authority in every RLEC service territory and purportedly withdrew its request for non-facilities based authority therein. (The Application, as amended, shall be referred herein as the "Core CLEC Application.") Core is not currently certificated to provide CLEC service in areas outside of Verizon and Sprint service territories, including areas served by Alltel PA. Rather, within its certificated service territories, Core is an aggregator of Internet Service Provider ("ISP") traffic.

3. On July 18, 2005, Alltel PA, together with 20 other RLECs, under the name Rural Telephone Company Coalition ("RTCC"), protested the Core CLEC Application. On that same date, seven additional RLECs acting through the Pennsylvania Telephone Association ("PTA RLECs") also protested the Core CLEC Application. (The Core RLEC Application Proceeding arising from such protests is currently before Administrative Law Judge Wayne L. Weismandel at Docket No. A-310922F0002, AmA.)

4. Core submitted interconnection requests to Alltel PA and many of the other RLECs on August 17, 2005.

5. While Alltel PA was participating in the Core RLEC Application Proceeding as a member of the RTCC, Alltel PA engaged in separate negotiations with Core in response to Core's August 17, 2005 interconnection request.³ At the

³Alltel PA understands that the other RLECs also pursued interconnection negotiations with Core while the Core RLEC Application Proceeding was pending.

time, Alltel PA believed it had a duty under the Act to negotiate with Core in good faith with respect to local exchange service.

6. Alltel PA subsequently withdrew its protest in the Core RLEC Application Proceeding based upon its understanding that Core actually intended to provide facilities-based CLEC service within the Alltel PA service territory. (See, for instance, Core's communication dated December 16, 2005, in the Core Arbitration Petition – Appendix 11, expressing Core's intent to accept Alltel PA's collocation and unbundled network element ("UNE") terms and conditions.) Based thereon, Alltel PA dedicated its resources to attempting to conclude successfully its interconnection negotiations with Core.

7. On January 25, 2006, Core filed Petitions for Arbitration of Interconnection Rates, Terms and Conditions on the RTCC member RLECs, the PTA RLECs, and the Frontier Companies.⁴ The RLECs filed motions seeking to strike, dismiss or stay the arbitration petitions. Subsequently, the RLECs and Core filed a "Stipulation for Stay of Proceedings" at Docket Nos. A-310922F7003, A-310922F7005 through A-310922F7007, A-310922F7009 through A-310922F70016, A-310922F0018, and A-310922F70020 through A-310922F0038 ("Joint Stipulation"). The Joint Stipulation provided, in part, as follows:

18. Recognizing that litigation of the Arbitration Petitions may involve numerous questions of Pennsylvania and Federal procedural and substantive law, including, but not limited to, the applicability of the statutory "rural exemption" to Core's Arbitration Petition, and recognizing that litigation of the Arbitration Petitions will likely require considerable time and

⁴The Frontier Companies include Frontier Communications of Pennsylvania, Inc., Frontier Communications of Oswayo River, Inc., Frontier Communications of Lakewood, Inc., Frontier Communications of Breezewood, Inc. and Frontier Communications of Canton, Inc. Upon Alltel PA's information and belief, the Frontier Companies were not parties to the Core RLEC Application Proceeding, and the Core CLEC Application applicable to the Frontier Companies is before the Commission's Bureau of Fixed Utility Services ("FUS") at Docket No. A-310922F0002, AmC, et al.

resources, and recognizing that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core's Application for CLEC Authority, the parties have agreed that it is appropriate to Stay Core's Arbitration Petitions proceeding until the Commission has issued its Final Order in Core's Application Proceeding. (Emphasis added.)

By Order Staying Proceeding, dated March 6, 2006, Administrative Law Judges Weismandel and Salapa granted the Joint Stipulation staying the arbitration petitions, as follows:

3) That the above-captioned consolidated arbitration cases are hereby stayed until, at least, thirty-five (35) days after a final Pennsylvania Public Utility Commission Order in Application of Core Communications, Inc. for authority to amend its existing Certificate of Public Convenience and necessity and to expand Core's Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket Number A-310922F0002, AmA.

8. Alltel PA's decision to withdraw from the Core RLEC Application Proceeding and continue interconnection negotiations with Core rested solely on Alltel PA's belief (now shown by Core to be false) that Core intended to provide facilities-based CLEC service to end users in Alltel PA's service territory. Despite Alltel PA's good faith efforts to negotiate facilities-based CLEC interconnection terms with Core and Core's statements indicating that it intended to accept such terms, Core filed the Core Arbitration Petition on March 30, 2006 omitting said key rates and terms. The Core Arbitration Petition unequivocally confirmed Alltel PA's suspicion, which began to accelerate during negotiations, that Core has no intention to provide facilities-based CLEC service to end users in Alltel PA's service territory. Instead, the Core Arbitration Petition affirms Core's intention to be an aggregator of ISP-bound traffic from the Alltel PA service territory and not to provide local exchange service therein.

9. Notwithstanding its participation in the Joint Stipulation which resulted in the arbitration petitions applicable to the other RLECs being stayed, Core now seeks arbitration on the very issues that it stipulated will be impacted by this Commission's decision in the Core RLEC Application Proceeding. Having procured a stay on all these other arbitration petitions, Core through the Arbitration Petition with Alltel PA now requests that the Commission arbitrate on an "expedited basis," the terms and conditions for interconnection with Alltel PA under Section 252.⁵ Key terms and conditions of Core's Arbitration Petition with Alltel PA are identical to the terms and conditions in the arbitration petitions applicable to the other RLECs that Core agreed to stay and which in fact have been stayed. For instance, Core claims that the most critical issue for arbitration concerns the "obligation of the parties to pay reciprocal compensation" for the exchange of local traffic,⁶ which issue it identified as the most critical issue in its other arbitration petitions. The result is certain undue harm and prejudice to Alltel PA. In contrast, there is no such resulting harm or prejudice to Core which has not secured the necessary CLEC certification and has agreed to stay its other arbitrations with all other RLECs.

10. To avoid the obvious prejudice to Alltel PA, this Honorable Commission likewise should stay the Core Arbitration Petition applicable to Alltel PA just as Core has agreed to stay its virtually identical arbitrations with the other RLECs.

⁵Core Arbitration Petition at p. 2.

⁶Core Arbitration Petition, at ¶32.

ARGUMENT

A. The Commission Should Stay the Core Arbitration Petition Consistent With Its Stay of the Other Core RLEC Arbitration Petitions

11. As discussed above, Core filed arbitration petitions against the 28 RLECs protesting the Core CLEC Application at Docket No. A-310922F0002AmA and against the Frontier Companies (which are not protestants participating in the Core RLEC Application Proceeding before ALJ Weismandel). Core, as a party to the Joint Stipulation therein, requested the RLEC and Frontier arbitration petitions be stayed pending entry of a final Commission Order in the Core RLEC Application Proceeding. In the Joint Stipulation, ¶18, Core acknowledged that “many issues” in its arbitration petitions “will be affected by the outcome of Core’s Application for CLEC Authority.”

12. The Core RLEC Application Proceeding was opened following the filing of protests to the Core CLEC Application, pursuant to this Honorable Commission’s consolidated procedure for entry into rural telephone company service territories.⁷ Evidentiary hearings in the Core RLEC Application Proceeding have concluded, and the matter is now before ALJ Weismandel for initial decision. The Core RLEC Application Proceeding involves several key issues, including Core’s rights, if any, to be certified as a facilities-based CLEC. Consistent with the Joint Stipulation submitted by Core and the other RLECs at A-310922F7003, et al., the resolution of the issues in the Core RLEC Application Proceeding without doubt will

⁷See Re: Im-plementation of the Telecommunications Act of 1996, Docket No. M-00960799; Order entered June 3, 1996 (“Implementation Order”) and Order entered September 9, 1996 (“Reconsideration Order”).

have significant impact on the rights and duties of both Core and Alltel PA in their interconnection arbitration.⁸

13. Alltel PA is similar to the Frontier Companies. The Frontier Companies did not protest the Core CLEC Application. As a result, the Core CLEC Application from the standpoint of the Frontier service territories is likewise before FUS. In the Joint Stipulation, Core recognized that its arbitration petitions applicable to the Frontier Companies should be stayed notwithstanding the fact the Frontier Companies were not protestants. Consistent therewith, Alltel PA respectfully submits that the Core Arbitration Petition involving Alltel PA be stayed "until, at least, thirty-five (35) days after a final Pennsylvania Public Utility Commission Order in Application of Core Communications, Inc. for authority to amend its existing Certificate of Public Convenience and necessity and to expand Core's Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket Number A-310922F0002, AmA."⁹

14. Further, as discussed below, in the event that a stay is not granted, the Core Arbitration Petition should be dismissed and/or stricken as a matter of law.

⁸Petition of Core Communications, Inc., for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order, WC Docket No. 03-171, Order, 19 FCC Rcd 20179 (2004) ("Core Forbearance Order") appeals pending sub nom. Core Communications, Inc. v. FCC, Nos. 04-1368 (filed Oct. 27, 2004) and 04-1423 (filed Dec. 17, 2004) (D.C. Cir.) ("Core Forbearance Proceeding") and Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92 ("Intercarrier Compensation Proceeding"). The FCC stated its intent to address the compensation regime for all types of traffic, including ISP-bound traffic. See Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, Further Notice of Proposed Rulemaking, 20 FCC Rcd 4685 at ¶48 (2005).

⁹See Order Staying Proceeding issued by ALJs Weismandel and Salapa.

B. Commission Precedent with Respect to Concurrent Applications/Petitions for Authority and Arbitration Requires Dismissal of the Core Arbitration Petition

15. This Commission has held that a Section 252 arbitration petition may not be pursued pending resolution of an application proceeding addressing proposed CLEC authority within a rural telephone company service territory.¹⁰ In 1996, Armstrong Communications, Inc. ("Armstrong") filed Applications at Docket Nos. A-310583F0002 and A-310583F004 seeking both facilities-based and non-facilities-based CLEC authority within the rural service territory of Citizens Telephone Company of Kecksburg ("Citizens"). While the Applications were pending, Citizens filed both a Chapter 30 Plan and Section 252(f)(2) petition seeking suspension of its Section 251(b) and (c) obligations. By Order entered May 1, 1998, the Commission, citing its earlier decision in the Application of Helicon, unequivocally ruled that the negotiation and arbitration of Armstrong's interconnection requests could not proceed¹¹ until resolution of the consolidated application proceeding defining Armstrong's CLEC authority.¹²

16. Consistent with the Armstrong Order, the Commission in its subsequent AT&T/TCG Order again clarified that Sections 251/252 negotiations

¹⁰Core in its Core Arbitration Petition, ¶36, addresses Section 251(c) interconnection with Alltel PA and Alltel PA's rights under Section 251(f)(1), *i.e.*, its rural telephone company exemption. Although Alltel PA was willing to negotiate Section 251(c) services when it believed in good faith that Core intended to provide local exchange service to end users in Alltel PA's territory, Alltel PA has at no time waived its rural exemption rights and reserves all rights with respect thereto.

¹¹The Commission's Implementation Order's consolidated procedures require a CLEC to file "a bona fide request for interconnection under Section 251(f)(1)(A)" raising rural exemption termination at the time it submits its CLEC application. Further, the Commission recognizes that the said consolidated procedures "will not be subject to the 120-day time limitation addressed by Section 251(f)(1)(B) of the Act since consolidated procedures will address a wide variety of issues justifying greater time for administrative review." Implementation Order at 16-17 and footnote 7.

¹²Petition for Suspension under Section 251(f)(2) of the Telecommunications Act of 1996 of Citizens Telephone Company of Kecksburg, Docket No. P-00971229, Order entered May 1, 1998 at 8-10 ("Armstrong Order") (emphasis added).

(and, thus, arbitration) are not timely until the consolidated application proceeding addressing CLEC authority within a rural telephone company territory is resolved:

We disagree with the Applicants' Exception that the ALJ erred by failing to impose an affirmative obligation on the affected ILECs to negotiate with the Applicants to resolve issues of interconnection, number portability, and 'other issues necessary to permit consumers to exercise meaningful competitive choice. In making this determination, we agree with the ALJ that these are 'collateral matters that can be resolved at another point in time.' (R.D., p. 10). We further agree with the RTCs in their Reply exceptions that the RTCs will have an obligation to negotiate with the Applicants in good faith. As such, we believe it is premature at this time to determine the nature and degree of interaction between the RTCs and the Applicants since the real test of the negotiations will not occur until the Applicants are actually certified in the affected ILECs' service territories.¹³

17. This Commission clearly has recognized the efficacy of proceeding on the entry application first and unequivocally held that a Section 252 arbitration petition may not be pursued until the resolution of the application seeking authority to provide CLEC service within a rural telephone company service territory. In the case at hand, the Core CLEC Application seeking authority in Alltel PA's service territory is currently incomplete and remains pending at Docket No. A-310922F0002AmB before the Bureau of Fixed Utility Services. Additionally, the resolution of such CLEC application will be subject to and directly impacted by the Commission's resolution of the Core RLEC Application Proceeding. Thus, consistent with the Commission's prior Armstrong and AT&T/TCG decisions, arbitration of Core's interconnection issues with Alltel PA should not commence until at least such time as the aforesaid Core application proceedings are resolved.

¹³Application of AT&T Communications of Pennsylvania, Inc., and TCG Pittsburgh, Docket Nos. A-310125F0002 and A-310213F0002 at 23 ("AT&T/TCG Order") (emphasis added).

C. The Commission Should Dismiss the Core Arbitration Petition Because It is Without Jurisdiction Over the Service Core Seeks to Provide and, Therefore, Core's Associated Petition for Arbitration

1. The Commission Does Not Have Section 252 Jurisdiction over an Arbitration Petition That Solely Involves the Exchange of Interexchange Traffic

18. The crux of Core's request for relief in its Arbitration Petition is predicated on the assumption that Core seeks to interconnect with Alltel PA to exchange local traffic under Section 251(b)(5). However, the evidence in the Core RLEC Application Proceeding validates that Core is actually aggregating services for ISP-bound traffic, which ISP aggregation is not a facilities-based CLEC service.¹⁴ Most significantly, Core's negotiations with Alltel PA and Core's resulting Arbitration Petition, now confirm without doubt that the only service Core actually intends to provide is an aggregation of ISP-bound traffic from the Alltel PA service territory.

19. In the ISP Remand Order (paragraph 52),¹⁵ the Federal Communications Commission ("FCC") categorized ISP-bound traffic as "indisputably

¹⁴Alltel PA requests that the record in the Core RLEC Arbitration Proceeding be incorporated herein by reference.

¹⁵See In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151, 9178 (2001) ("ISP Remand Order"), remanded, WorldCom v. FCC, 288 F.3d 429 (D.C. Cir. 2002), cert. denied, 538 U.S. 1012 (2003). The FCC in its subsequent Core Forbearance Order (paragraph B) summarized the impact of the WorldCom decision, as follows:

10. On May 3, 2002, the United States Court of Appeals for the District of Columbia Circuit found that the Commission had not provided an adequate legal basis for the rules it adopted in the *ISP Remand Order*. Although the court rejected the legal rationale for the interim compensation rules, the court remanded, but did not vacate, the *ISP Remand Order* to the commission, observing that there may be other legal bases for adopting the rules. Accordingly, the interim rules adopted in the *ISP Remand Order* remain in effect while the court remand is under review. (Emphasis omitted)

The FCC continues to deliberate the appropriate classification of ISP-bound traffic in its Intercarrier Compensation Proceeding.

interstate in nature” and, therefore, subject to the FCC’s regulatory authority under Section 201,¹⁶ stating as follows:

... ISP traffic is properly classified as interstate, and it falls under the Commission’s section 201 jurisdiction. (footnotes omitted) (emphasis added)

In exercising its regulatory authority over ISP-bound traffic, the FCC concluded that bill and keep was an appropriate compensation regime for ISP-bound traffic and established a transitional compensation mechanism to limit the regulatory arbitrage opportunity presented by ISP-bound traffic, while it considered the broader issues of intercarrier compensation in its pending Inter-carrier Compensation Proceeding.¹⁷ Further, the ISP Remand Order was remanded by the United States Circuit Court of Appeals, but neither its conclusion that ISP-bound traffic is interstate nor its interim intercarrier compensation regime were reversed or vacated.

20. Moreover, the manner in which Core proposes to provision its ISP service places it squarely outside of any interim compensation regime prescribed in the ISP Remand Order and this Commission’s Section 252 jurisdiction. The testimony in the Core Application Proceeding demonstrated that Core will provide its ISP-bound service through a virtual numbering (“VNXX”) scheme and not through local calling.¹⁸ By definition, VNXX service is “exchange access” service not subject to the reciprocal compensation provisions of TCA-96.¹⁹ Further, the FCC has stated

¹⁶47 U.S.C. §201.

¹⁷See ISP Remand Order at ¶¶77-89.

¹⁸A VNXX number permits a called party (*i.e.*, the Core customer) to appear to be in the same local calling area as the calling party (typically a RTCC member customer), when in fact the called party is in a different calling area. Thus, by definition, VNXX calls are interexchange as determined by their geographic endpoints. See Direct Testimony of Gary M. Zingaretti, pp. 21-24, Core RLEC Application Proceeding.

¹⁹See 47 U.S.C. §251(g).

that its transitional compensation regime applies only “to the delivery of calls from one LEC’s end-user to an ISP *in the same local calling area* that is served by a competing LEC.”²⁰ Because VNXX traffic always involves an end-user and an ISP server that are located in different local calling areas, the transitional compensation regime adopted by the FCC does not apply to ISP-bound VNXX traffic. Instead, pursuant to §251(g), Core should be compelled to pay Alltel PA originating access consistent with Alltel PA’s intrastate access tariffs.²¹ Consequently, the ISP-bound VNXX service at issue in the Core Arbitration Petition does not give rise to this Honorable Commission’s arbitration jurisdiction under Section 252.

21. This Commission also should not arbitrate the Core Arbitration Petition at this time because the main issue for which Core seeks Commission resolution through arbitration is before a United States Court of Appeals. The FCC’s Core Forbearance Order is awaiting a decision from the District of Columbia Court of Appeals, which decision will address further reciprocal compensation obligations associated with ISP-bound traffic. Core admits in the Core Arbitration Petition that the most critical issues for arbitration concern “obligation of the parties to pay reciprocal compensation” for the exchange of local traffic.²² Core is litigating its entitlement to forbearance from the FCC’s intercarrier compensation regime in the ISP Remand Order which was imposed as a transitional mechanism necessary to

²⁰ISP Remand Order, ¶13. Also, see WorldCom decision where the D.C. Circuit stated that the FCC’s ISP Remand Order held that “it was authorized to ‘carve out’ from §251(b)(5) calls made to [ISPs] located *within the caller’s local calling area*.” 288 F.3d at 430 (emphasis added).

²¹In fact, the First Circuit Court of Appeals recently affirmed a state commission’s decision to impose access charges on VNXX traffic. In doing so, the Court recognized the distinction between local ISP traffic subject to the interim compensation regime and interexchange ISP bound VNXX traffic. Global NAPS, Inc. v. Verizon New England, Inc., et al., No. 05-2657 (1st Cir. April 11, 2006).

²²Core Arbitration Petition, at ¶18.

reach a bill and keep regime for ISP bound traffic. BellSouth is challenging the FCC's decision to forbear at Core's request, entitlement to reciprocal compensation on ISP-bound traffic when its volumes increase and in new markets, as is the case here with Alltel PA. Additionally, as earlier stated, the FCC continues to address the proper treatment of ISP-bound traffic in its continuing Intercarrier Compensation Proceeding. Thus, the pending Appeals Court decision together with the Intercarrier Compensation Proceeding will delineate how any compensation can be assigned to the Core ISP-bound traffic at issue in this matter. Consequently, the Core Arbitration Petition, even if it were jurisdictional and procedurally correct and timely which it is not, also cannot proceed until the Core Forbearance Proceeding and the Intercarrier Compensation Proceeding are resolved.

2. The Commission is Without Authority Under Section 252 to Arbitrate an Interconnection Dispute Involving an RLEC Without First Making Determinations Concerning the RLEC's Statutory Rural Exemption

22. Section 251(f) of TCA-96 concerns interconnection obligations and procedures as they apply to RLECs and recognizes the associated potential hardship that interconnection may impose. Section 251(f)(1) provides RLECs an automatic exemption from Section 251(c) interconnection requirements.

23. In the Core Arbitration Petition, Appendix 2, Disputed Issue 6, Core appears to be seeking the termination with respect to any interconnection with Core of Alltel PA's statutory Section 251(f)(1) rural exemption through denial of Alltel PA's right to invoke the exemption.²³

²³Alltel PA in its negotiations with Core has discussed the possibility of providing Section 251(c) services on the basis of fair and reasonable rates and terms. However, at no time has Alltel PA waived its Section 251(f)(1) rural exemption and reserves all rights with respect thereto.

24. Section 251(f)(1)(B) requires carriers serving “bona fide interconnection requests” on rural companies to file them with the state commission, which then must “conduct an inquiry for the purpose of determining whether to terminate the exemption.” The plain language of the statute requires that prior to conducting an arbitration, a state commission must first conduct an inquiry into whether the circumstances warrant removal of the statutory exemption.²⁴ Thus, this Commission, consistent with the Armstrong and AT&T/TCG Orders, should not arbitrate Core’s Arbitration Petition without first completing its duty under the statute to consider the merits of Core’s CLEC Application and whether circumstances justify removal of Alltel PA’s rural exemption should Alltel PA assert such exemption.

25. *Permitting the Core Arbitration Petition to continue would unduly harm and prejudice Alltel PA.* If not stopped, the Section 252 statutory timeline immediately would require Alltel PA to expend time and resources towards participating in an arbitration, to which its ultimate obligations under the law have yet to be defined. Therefore, this Honorable Commission should at this time immediately dismiss or stay the Core Arbitration Petition to avoid such undue harm and prejudice to Alltel PA. In contrast, there is no such resulting harm to Core, which has not yet secured the necessary CLEC certification and whose other arbitrations also are stayed.

²⁴It should be recognized that the 8th Circuit Court of Appeals in the case of Iowa Utilities Board et al. v. Federal Communications Commission, 219 F.3d 744 (8th Cir. 2000), aff’d in part, rev’d in part, and remanded on other grounds in Verizon Communications Inc. v. FCC, 152 L.Ed. 2d 701, 122 S. Ct. 1646 (U.S. 2002), concluded that in a Section 251(f)(1)(B) proceeding, the burden of proof rests on the party seeking the termination of the rural telephone company exemption and not on the rural telephone company to justify the continuation of the exemption. The Iowa Utilities Board II decision reads, as follows:

The plain meaning of the statute requires the party making the request to prove that the request meets the three prerequisites to justify the termination of the otherwise continuing rural exemption.

26. In actuality, the circumstances of Core's purported arbitration equitably demand straight dismissal of the Core Arbitration Petition. For instance, Core failed to initiate a consolidated proceeding consistent with the mandates in the Commission's Implementation and Reconsideration Orders. At the time it filed the Core CLEC Application, Core made no and filed no interconnection requests raising the termination of Alltel PA's rural exemption under Section 251(f)(1)(A). Contrary to the Implementation and Reconsideration Orders' consolidated procedure, Core did not request interconnection until August 17, 2005, and did not raise the termination of Alltel PA's rural exemption until March 30, 2006, the date it filed its Arbitration Petition. Thus, Core failed to follow the procedure enunciated in the Implementation and Reconsideration Orders, and as such a full consolidated proceeding addressing competitive entry into Alltel PA's rural service territory and all the issues associated therewith never commenced.

3. The Commission is Without Jurisdiction to Arbitrate This Interconnection Dispute Because Core Lacks a CLEC Certificate in the Alltel PA Service Territory

27. Core seeks to interconnect with Alltel PA in order to auspiciously exchange what it claims to be competitive local exchange traffic pursuant to Section 251(b)(5), and establish a reciprocal compensation arrangement between itself and Alltel PA. However, to date, Core has not secured the necessary CLEC certification in the area for which Core seeks to invoke these reciprocal compensation obligations even if they could be considered to exist under TCA-96. In fact, Core's proposed CLEC authority is under serious challenge in the pending Core RLEC Application Proceeding and the resolution thereof will most definitely impact Core's application for CLEC rights within the Alltel PA service territory. Additionally, in light of facts

revealed by Core in its Arbitration Petition with Alltel PA, Alltel PA is filing contemporaneously a motion to stay Core's CLEC application with respect to Alltel PA's territory. With Core, at this time, having no authority to provide CLEC service and not intending to provide CLEC service in Alltel PA's territory, the Commission respectfully is without authority to undertake a Section 252 arbitration at this time notwithstanding discussion of the fact that the Commission's authority to arbitrate intercarrier compensation on ISP-bound traffic is also in question.

RELIEF REQUESTED

28. Alltel PA respectfully *submits* that the Core Arbitration Petition should be stayed pending resolution of the Core RLEC Application Proceeding, consistent with the stays granted in all the other RLEC arbitration petitions involving Core. Also, Alltel PA believes it would be in all parties' best interests that the arbitration not be pursued until the Core Forbearance Proceeding and the Inter-carrier Compensation Proceeding are resolved by the FCC so as to avoid undue harm and prejudice to Alltel PA and the other RLECs.

29. Alternatively or additionally, if the Core Arbitration Petition is not stayed consistent with ALJ Weisman and Salapa's Order Staying Proceeding, the Petition should be dismissed and/or stricken as a matter of law. This Honorable Commission's decisions in Armstrong and AT&T/TCG are controlling. Pursuant to these decisions, this Honorable Commission should strike the Core Arbitration Petition at this time and clarify that Core may not commence negotiations and arbitration until (1) the Commission completes its review of the applicable Section 251(f)(1)(B) rural exemption termination standard, including the establishment of any *required implementation schedule*, and (2) the Commission resolves the Core RLEC Application Proceeding including its impact upon the Core CLEC Application

applicable to the Alltel PA service territory at Docket No. A-310922F0002, AmB and Core's intent to provide local exchange service in Alltel PA's territory. Moreover, this Commission should dismiss the Core Arbitration Petition on grounds that the Commission lacks jurisdiction to arbitrate an interconnection petition that concerns interexchange traffic. Dismissal of the Core Arbitration Petition is also warranted as Core at this time lacks authority to provide service in Alltel PA's service territory.

Respectfully submitted,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

Patricia Armstrong
Holly Rachel Smith
D. Mark Thomas

Attorneys for the
Alltel Pennsylvania, Inc.

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Dated: April 24, 2006

060424- Motion to Strike, Dismiss or Stay.wpd

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, : Docket No. A-310922F7004
Terms and Conditions with Alltel :
Pennsylvania, Inc. :

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of April, 2006, served a true and correct copy of Alltel Pennsylvania, Inc.'s Motion to Strike, Dismiss or Stay the Petition for Arbitration of Core Communications, Inc., upon the persons and in the manner set forth below:

VIA HAND DELIVERY

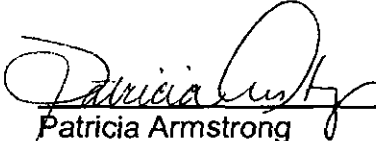
Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
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Michael A. Guin, Esquire
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Appendix C

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CHARLES E. THOMAS
(1913 - 1998)

April 24, 2006

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

RECEIVED
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SECRETARY'S BUREAU

Re: Core Communications, Inc. Application for approval to offer, render, furnish or supply telecommunications services as a facilities-based competitive local exchange carrier to the public in the service territory of Alltel Pennsylvania, Inc.
Docket Nos. A-310922F0002, AmB

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of Alltel Pennsylvania, Inc.'s "Motion for Stay and Record Incorporation." A Certificate of Service is attached to the Motion.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By


Patricia Armstrong

Encl.

cc: Certificate of Service

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Core Communications, Inc., :
Application for approval to offer, render, :
furnish or supply telecommunications :
services as a facilities-based competitive : Docket No. A-310922F0002, AmB
local exchange carrier to the public in the :
service territory of Alltel Pennsylvania, :
Inc. :

**ALLTEL PENNSYLVANIA, INC.'S
MOTION FOR STAY AND RECORD INCORPORATION**

NOW COMES, Alltel Pennsylvania, Inc. ("Alltel PA"), by its attorneys, pursuant to 52 Pa. Code §5.103, and moves to stay the above-referenced Application of Core Communications, Inc. ("Core"), at Docket No. A-310922F0002, AmB, and seeks the incorporation of the record at Docket No. A-310922F0002, AmA, in this application docket. In support thereof, Alltel PA states as follows:

1. Alltel PA is a certificated incumbent local exchange carrier ("ILEC").¹ It is also a rural telephone company as defined under Section 3(47) of the Telecommunications Act of 1996 ("TCA-96").²

2. Core filed an Application at Docket No. A-310922F0002, AmA for facilities and non-facilities based CLEC authority within the service territories of all Pennsylvania rural local exchange carriers ("RLECs"), including Alltel PA, on May 27, 2005. Core is not currently certificated to provide CLEC service in areas outside of Verizon and Sprint service territories, including areas served by Alltel PA, and Alltel PA is without knowledge

¹Alltel PA is an ILEC resulting from numerous mergers of small independent telephone companies. It provides local exchange service in 83 rural exchanges which are located in 29 of Pennsylvania's 67 counties.

²47 U.S.C. §153(47). Section 251(f) of TCA-96, 47 U.S.C. §251(f), provides exemptions and suspensions for rural telephone companies from the interconnection requirements that apply to local exchange carriers, i.e. Sections 251(b) and (c), 47 U.S.C. §251(b) and (c).

as to whether Core is providing legitimate CLEC service in Verizon or Sprint service territories. Within its certificated service territories, Core, appears to be a contract wholesaler providing managed modem service as a means to aggregate lines to Internet Service Providers ("ISPs"). Core subsequently amended its Application for CLEC authority in RLEC territories to limit its certification request to facilities-based CLEC authority and purportedly withdrew its request for non-facilities based authority. (The Application, as amended, shall be referred herein as the "Core CLEC Application.")

3. On July 18, 2005, Alltel PA, together with 20 other RLECs, under the name Rural Telephone Company Coalition ("RTCC"), protested the Core CLEC Application. On that same date, seven additional RLECs acting through the Pennsylvania Telephone Association ("PTA RLECs") also protested the Core CLEC Application. (The Core RLEC Application Proceeding arising from such protests is currently before Administrative Law Judge Wayne L. Weismandel at Docket No. A-310922F0002, AmA.)

4. Core submitted interconnection requests to Alltel PA and many of the other RLECs on August 17, 2005.

5. While Alltel PA was participating in the Core RLEC Application Proceeding as a member of the RTCC, Alltel PA engaged in separate negotiations with Core in response to Core's August 17, 2005 interconnection request.³ Alltel PA believed at that time that Core was seeking to provide legitimate local exchange service in Alltel PA's territory and that Alltel PA, therefore, had a duty to negotiate interconnection with Core in good faith.

6. Following its initial negotiations with Core, Alltel PA withdrew from the Core RLEC Application Proceeding based upon its understanding that Core actually

³Upon Alltel PA's information and belief, the other RLECs also pursued interconnection negotiations with Core while the Core RLEC Application Proceeding was pending.

intended to provide facilities-based CLEC service within the Alltel PA service territory. Based thereon, Alltel PA dedicated its resources to attempting to conclude successfully interconnection negotiations with Core. However, this was not the case, and Core subsequently filed for arbitration asserting therein claims with respect to ISP-bound traffic but failing to set forth issues with respect to provision of local exchange service in Alltel PA's territory.

7. Upon Alltel PA's withdrawal from the Core RLEC Application Proceeding, the Core CLEC Application relating to Alltel PA was redocketed at A-310922F7004, AmB, recaptioned "Application for approval to offer, render, furnish or supply telecommunications services as a facilities-based competitive local exchange carrier to the public in the service territory of Alltel Pennsylvania, Inc.," and assigned to the Commission's Bureau of Fixed Utility Services ("FUS").

8. The Core RLEC Application Proceeding continued before Administrative Law Judge Weisman. The evidentiary hearings have concluded, and parties have filed briefs. RTCC and PTA member companies are seeking dismissal of the Core CLEC Application based on the wealth of evidence demonstrating that Core intends only to be an aggregator of ISP-bound traffic which service does not qualify for facilities-based CLEC certification.

9. On January 25, 2006, Core filed Petitions for Arbitration of Interconnection Rates, Terms and Conditions on the RTCC member RLECs, the PTA RLECs, and the Frontier Companies.⁴

⁴The Frontier Companies include Frontier Communications of Pennsylvania, Inc., Frontier Communications of Oswayo River, Inc., Frontier Communications of Lakewood, Inc., Frontier Communications of Breezewood, Inc. and Frontier Communications of Canton, Inc. It is Alltel PA's understanding that the Frontier Companies were not parties to the Core RLEC Application Proceeding and the Core CLEC Application applicable to the Frontier Companies is likewise before the Commission's Bureau of Fixed Utility Services at Docket No. A-310922F0002, AmC, et al.

10. These RLECs filed motions seeking to strike, dismiss or stay the arbitration petitions. Subsequently, the RLECs and Core filed a "Stipulation for Stay of Proceedings" ("Joint Stipulation") at Docket Nos. A-310922F7003, A-310922F7005 through A-310922F7007, A-310922F7009 through A-310922F70016, A-310922F0018, and A-310922F70020 through A-310922F0038. The Joint Stipulation, ¶18, sought a stay of the arbitration petitions stating, in part, as follows:

Recognizing that litigation of the Arbitration Petitions may involve numerous questions of Pennsylvania and Federal procedural and substantive law, including, but not limited to, the applicability of the statutory "rural exemption" to Core's Arbitration Petition, and recognizing that litigation of the Arbitration Petitions will likely require considerable time and resources, and recognizing that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core's Application for CLEC Authority, the parties have agreed that it is appropriate to Stay Core's Arbitration Petitions proceeding until the Commission has issued its Final Order in Core's Application Proceeding. (Emphasis added.)

By Order Staying Proceeding, dated March 6, 2006, Administrative Law Judges Weismandel and Salapa granted the Joint Stipulation staying the arbitration petitions, as follows:

3) That the above-captioned consolidated arbitration cases are hereby stayed until, at least, thirty-five (35) days after a final Pennsylvania Public Utility Commission Order in Application of Core Communications, Inc. for authority to amend its existing Certificate of Public Convenience and necessity and to expand Core's Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket Number A-310922F0002, AmA.

11. Alltel PA's decision to withdraw from the Core RLEC Application Proceeding and continue interconnection negotiations with Core rested solely on Alltel PA's belief (now shown by Core to be false) that Core intended to provide facilities-based CLEC service to end users in Alltel PA's service territory. Despite Alltel PA's good faith efforts to negotiate facilities-based CLEC interconnection terms with Core and Core's statements indicating that it intended to accept such terms, Core filed the Core

Arbitration Petition on March 30, 2006 omitting said key rates and terms. The Core Arbitration Petition unequivocally confirmed Alltel PA's suspicion, which began to accelerate during negotiations, that Core has no intention to provide facilities-based CLEC service to end users in Alltel PA's service territory. Instead, the Core Arbitration Petition affirms Core's intention to be an aggregator of ISP-bound traffic from the Alltel PA service territory and not to provide local exchange service therein.

12. Notwithstanding its participation in the Joint Stipulation which resulted in the arbitration petitions applicable to the other RLECs being stayed, Core now seeks arbitration on the very issues that it stipulated will be impacted by this Commission's decision in the Core RLEC Application Proceeding. Having procured a stay on all these other arbitration petitions, Core through the Arbitration Petition with Alltel PA now requests that the Commission arbitrate on an "expedited basis," the terms and conditions for interconnection with Alltel PA under Section 252.⁵ Key terms and conditions of Core's Arbitration Petition with Alltel PA are identical to the terms and conditions in the arbitration petitions applicable to the other RLECs that Core agreed to stay and which in fact have been stayed. For instance, Core claims that the most critical issue for arbitration concerns the "obligation of the parties to pay reciprocal compensation" for the exchange of local traffic,⁶ which issue it identified as the most critical issue in its other arbitration petitions. *The result is certain undue harm and prejudice to Alltel PA.* In contrast, there is no such resulting harm or prejudice to Core which has not secured the necessary CLEC certification and has agreed to stay its arbitrations with all other RLECs.

⁵Core Arbitration Petition at p. 2.

⁶Core Arbitration Petition at ¶32.

13. The ALJs, through adoption of the Joint Stipulation resulting in a stay of the respective arbitration petitions, recognized that the ultimate resolution of the Core RLEC Application Proceeding would impact Core's pending CLEC Application before FUS applicable to the Frontier Companies. The same impact applies to the Core CLEC Application (Docket No. A-310922F0002, AmB) applicable to Alltel PA, which Application is also pending before FUS.


14. Accordingly, consistent with the aforesaid Order Staying Proceeding, the above-captioned Core CLEC Application applicable to Alltel PA's service territory should be stayed pending resolution of the Core RLEC Application Proceeding.

15. Alltel PA also requests that the record in the Core RLEC Application Proceeding be incorporated by reference into this docket, i.e. Docket No. A-310922F0002, AmB. Such incorporation permits FUS to consider fully the Commission's final order in the Core RLEC Application Proceeding and its impact on the Core CLEC Application applicable to the Alltel PA service territory.

WHEREFORE, Alltel Pennsylvania, Inc., respectfully prays that the above-referenced Application proceeding be stayed pending resolution of the Core RLEC Application Proceeding at Docket No. A-310922F0002, AmA, and that the record therein be incorporated into this application proceeding by reference.

Respectfully submitted,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By  _____
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Holly Rachel Smith
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Dated: April 24, 2006

core_mristayCLECapp.doc

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Core Communications, Inc., :
Application for approval to offer, render, :
furnish or supply telecommunications :
services as a facilities-based competitive : Docket No. A-310922F0002, AmB
local exchange carrier to the public in the :
service territory of Alltel Pennsylvania, :
Inc. :

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of April, 2006, served a true and correct copy of Alltel Pennsylvania, Inc.'s Motion for Stay and Record Incorporation upon the persons and in the manner set forth below:

VIA HAND DELIVERY

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Harrisburg, PA 17105-3265

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Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101



Patricia Armstrong

Appendix D

February 24, 2006

Core's revised markup of Alltel's proposed GTC §9.1:

9.1 Notice of Disputes

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). 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 rejected by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be rejected by the billing Party. Notwithstanding the foregoing, if the Billing Dispute Form, or any section or field within the Billing Dispute Form, would be inapplicable, insufficient, or confusing with respect to the specific disputes to be raised, then the disputing Party shall have no duty to use the Billing Dispute Form or section or field. In that event, the disputing Party shall submit a written Dispute Notice which (1) documents its disputes in reasonable detail; and (2) explains why the Billing Dispute Form or section or field was inapplicable, insufficient, or confusing.

9.1.1 Billing Disputes

~~The disputing Party must submit billing disputes ("Billing Disputes") to the billing 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 fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected 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 disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing 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 disputing Party must remit payment for the disputed charge, including 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 Form.~~

COMMENT:

There must be some provision for scenarios in which the billing form is insufficient to properly describe the actual billing issue. Otherwise, the billing form requirement would simply elevate form over substance. Alltel will not agree to change. The Dispute Form is an OBF standard form that matches the OBF standard bill that Alltel produces. The wording would allow the form to be discarded for every dispute. Since the form is from OBF and Alltel's bill matches the form, this requirement is not unreasonable.

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Core's revised redline of Alltel's proposed Attachment 14

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

1.1 The FCC First Report and Order in CC Docket 95-116 requires “. . .all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998.” While the FCC declined “to choose a particular technology for providing number portability”, they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which Alltel Will Provide SPNP

2.1 Alltel will not offer SPNP services for NXX codes 555, 976, 950.

~~2.2—Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection, pursuant to Attachment 4 Network Interconnection Architecture, between and among involved switches and exchanges.~~

COMMENT:

FCC rules do not require an interconnection agreement or particular interconnection arrangement as a prerequisite to porting. Alltel disagrees. FCC rules do not require a CMRS provider to have an agreement. Per the Telecom Act, Sec 251(c)(1) Duty to Negotiate, an agreement is required to fulfill the duties described in paragraphs (1) through (5) of subsection (b) which includes number portability. Network architecture is required because we need to have somewhere to route the call.

~~2.3 Alltel will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.~~

COMMENT:

This would be OK if we understood which, if any, COs are not equipped for NP. Alltel OK w/deletion.

2.4 An SPNP telephone number may be assigned by "CLEC ACRONYM TXT" only to "CLEC ACRONYM TXT"'s customers located within ~~Alltels-~~ the rate center, which is associated with the NXX of the ported number.

~~2.5 Alltel will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from "CLEC ACRONYM TXT" as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.~~

COMMENT:

This would be OK if we understood which, if any, COs are not equipped for NP. Alltel OK w/deletion.

~~2.6 "CLEC ACRONYM TXT" shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.~~

COMMENT:

NP costs are not recouped from other carriers. This charge is not for number portability. It's a service order charge to work the port request. Alltel will agree to the deletion contingent on keeping 3.7.

~~2.7 If "CLEC ACRONYM TXT" requests a coordinated cutover the charges contained in Exhibit A Price List will be applied.~~

COMMENT:

NP costs are not recouped from other carriers. See comment above

2.8 If "CLEC ACRONYM TXT" cancels a conversion of an end user, "CLEC ACRONYM TXT" will notify Alltel of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. If "CLEC ACRONYM TXT" notifies Alltel of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), "CLEC ACRONYM TXT" will pay the applicable time and material charge contained in Exhibit A Price List. In the event of a Late Notice, Alltel does not guarantee that service disruption will not occur to the end user.

~~2.9 If "CLEC ACRONYM TXT" cancels or makes a change to an LSR due date, the original LSR will be cancelled, "CLEC ACRONYM TXT" will issue a new LSR and "CLEC ACRONYM TXT" shall be charged an additional Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.~~

COMMENT:

NP costs are not recouped from other carriers. See comment above

3.0 Obligations of "CLEC ACRONYM TXT"

~~3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.~~

COMMENT:

Not aware of what certification is required. Can Alltel elaborate?

3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.

3.3 After the initial deployment of SPNP in an MSA, if "CLEC ACRONYM TXT" wants an Alltel switch to become LRN capable, "CLEC ACRONYM TXT" must submit a Bona Fide request as provided in §6.0. Alltel will make requested switch LRN capable within the time frame required by the FCC.

3.4 "CLEC ACRONYM TXT" will conform to NANC guidelines and LERG administration rules in requesting Alltel to open an NPA-NXX for portability in an LRN capable switch.

3.5 "CLEC ACRONYM TXT" is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

3.6 "CLEC ACRONYM TXT" is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

3.7 A service order processing charge (Service Order Charge), contained in Exhibit A Price List, will be applied to each service order Local Service Request (LSR) issued by to Alltel to process a request for porting, installation, and/or -disconnection, rearrangement, cancellation or changes to existing service or and record Local Service Requests orders pursuant to this section.

COMMENT

This may be OK, just need clarification.

4.0 Obligations of Both Parties

4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX or thousand block (as the case may be) is native. Alltel OK

4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

4.3 The Parties will conform to all applicable industry guidelines ~~referenced herein~~ in preparing their networks for SPNP and in porting numbers from one network to another.

COMMENT:

Didn't see any guidelines referenced herein. Alltel OK

~~4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.~~

COMMENT:

May be OK—What are “standard SPNP certification and... testing”?

4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

Appendix E

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL PENNSYLVANIA, INC.

&

CORE COMMUNICATIONS, INC.

2/15/06

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GENERAL TERMS AND CONDITIONS

This Agreement ("Agreement") is between, Local Service Provider ("CLEC ACRONYM TXT") a _____ corporation, and Alltel _____ ("Alltel") a _____ corporation (collectively the "Parties").

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

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

1.0 Introduction

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

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the last signature date that both Parties have executed the Agreement. If this Agreement is not approved by the relevant state Commission the parties agree to work cooperatively to resolve all issues identified by the Commission. Furthermore, in this situation, the Agreement will become effective upon Commission approval instead of the last signature date.

3.0 Intervening Law

- 3.1 In the event that any effective legislative, regulatory, judicial or other legal action materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Alltel or LSP to perform any material terms of this Agreement, LSP or Alltel may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith

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such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 9.0.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.
- 4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, the Parties may extend the negotiations window or either Party may petition the applicable state Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. Should the Commission decline jurisdiction, either Party may petition the FCC under the Act or the parties by mutual agreement may resort to a commercial provider of arbitration services. Alltel OK - Closed
- 4.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect until the Subsequent Agreement is executed. ~~terminate. Upon termination of this Agreement, Alltel shall continue to offer services to "CLEC ACRONYM TXT" pursuant to the terms, conditions and rates set forth in Alltel's then current standard interconnection agreement. In the event that Alltel's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 4.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement. If, as of the expiration of this Agreement, the Parties have not agreed to an extension as set forth in Section 4.3 or either Party has not petitioned the applicable Commission pursuant to Section 4.3 or a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, ALLTEL shall continue to offer services to "CLEC ACRONYM TXT" pursuant to the terms, conditions and rates set forth in ALLTEL's then current standard interconnection agreement. In the event that ALLTEL's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 4.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement. CLOSE 1/11/06~~
- 4.5 After completion of the initial two (2) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon sixty (60) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.6 In the event of Default, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the

alleged Default with sixty (60) days after receipt of the Default Notice thereof. Default is defined as:

- 4.6.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
- 4.6.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
- 4.6.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.

5.0 Assignment

- 5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of "CLEC ACRONYM TXT", the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, "CLEC ACRONYM TXT" shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) "CLEC ACRONYM TXT" pays all bills, past due and current, under this Agreement, or (2) "CLEC ACRONYM TXT"'s assignee expressly assumes liability for payment of such bills.
- 5.2 As a minimum condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by Alltel pursuant to this Section 5, "CLEC ACRONYM TXT" agrees that any change, modification or other activity required for Alltel to accommodate or recognize the successor to or assignee of "CLEC ACRONYM TXT" shall be a CLEC Change. Alltel shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against Alltel until the Parties agree upon the charges that apply to such CLEC Change.
- 5.3 In the event that "CLEC ACRONYM TXT" makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), "CLEC ACRONYM TXT" shall submit written notice to Alltel within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate Alltel for the expenses to be incurred by Alltel to make the CLEC Change to the applicable Alltel databases, systems, records and/or recording announcement(s) for "CLEC ACRONYM TXT" branded/repair calls. In addition, "CLEC ACRONYM TXT" shall compensate Alltel for any service order

charges and/or service request charges, as specified in Alltel's applicable tariff, associated with such CLEC Change. Alltel's agreement to implement a CLEC Change is conditioned upon "CLEC ACRONYM TXT"'s agreement to pay all reasonable charges billed to "CLEC ACRONYM TXT" for such CLEC Change.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party

to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).

- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed ~~be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party~~ for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; ~~provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service. Alltel will not agree to deletion. Core has added gross negligence in sec 7.3 but this has un-delitional language relative to facilities & equipment. Will discuss w/legal~~

7.2 No Consequential Damages

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

DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Nothing contained in Sections 7.1 and 7.2 shall exclude or limit liability:

(a) for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement. Alltel OK

(b) for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law in the performance of this Agreement; CLOSE

(c) for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest in the performance of this Agreement;

(d) under Sections 251, 252, 258 and 271 of the Act or any order of FCC or the Commission implementing those Sections; or Alltel legal views this as too broad. What is the likely claim? (Core – issues w/VZ in interconnection process, delays)

(e) under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or This does not apply to Alltel. CLOSE

(f) for intentional or grossly negligent conduct. Alltel OK

7.3 Obligation to Indemnify

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

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

7.3.3 Alltel makes no warranties, express or implied, concerning "CLEC ACRONYM TXT"'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 "CLEC ACRONYM TXT"'s interconnection with Alltel's network use or receipt of Alltel services.

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

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

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant 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 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 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 such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant 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 the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

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

8.1 Alltel, at its discretion may require "CLEC ACRONYM TXT" to provide Alltel a security deposit to ensure payment of "CLEC ACRONYM TXT"'s account. The security deposit must be an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by Alltel, for the interconnection, resale services, network elements, collocation or any other functions, facilities, products or services to be furnished by Alltel under this Agreement.

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to Alltel. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 ~~If a security deposit is required, such security deposit shall be made prior to the activation of service.~~ Alltel requires the deposit to be prior to activation of service because a Carrier could "run up a bill" before any pments are made and then default on the balance. This would be the same concept as when you set up your utilities at a new home. The

utility company will want a deposit, if required, prior to the activation of service. OPEN 2/20/06 – CORE DISPUTES

- 8.1.3 The fact that a security deposit has been provided in no way relieves “CLEC ACRONYM TXT” from complying with Alltel's 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 Alltel providing for the discontinuance of service for non-payment of any sums due Alltel.
- ~~8.1.4 Alltel reserves 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. What is Core's issue? OPEN 2/20/06 – CORE DISPUTES~~
- ~~8.1.5 In the event that “CLEC ACRONYM TXT” is in breach of this Agreement, service to “CLEC ACRONYM TXT” may be terminated by Alltel; any security deposits applied to its account and Alltel may pursue any other remedies available at law or equity. What is Core's issue? If the ICA is terminated, w/an outstanding balance, Alltel should be able to keep the deposit to apply towards the balance. OPEN 2/20/06 – CORE DISPUTES~~
- 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 “CLEC ACRONYM TXT” during the possession of the security deposit by Alltel. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to “CLEC ACRONYM TXT” by the accrual date.
- 8.2 Alltel may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.
- 8.2.1 “CLEC ACRONYM TXT” owes Alltel undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 8.2.2 “CLEC ACRONYM TXT” admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors, is subject to a receivership or similar proceeding; or
- 8.2.3 The expiration or termination of this Agreement.
- 8.3 If Alltel draws on the security deposit, upon request by Alltel, “CLEC ACRONYM TXT” will provide a replacement deposit conforming to the requirements of Section 8.1.
- 8.4 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 8.4.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.5 below, will be assessed.

- 8.5 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.6 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930% 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 contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a reasonably detailed description of the underlying dispute (the "Dispute Notice"). ~~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 rejected by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be rejected by the billing Party. Alltel will not agree. The billing form is the OBF standard form and Alltel produces an OBF standard bill. This ensures that all required info for a dispute is provided so the dispute can be properly investigated. Everything contained on the form is in the bill. This is reciprocal.~~ **CORE TO PROPOSE MODIFICATION 2/20/06**

9.1.1 Billing Disputes Core reviewing 1/11/06

~~The disputing Party must submit billing disputes ("Billing Disputes") to the billing 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 fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected by the billing Party. See above~~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 disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing 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 disputing Party must remit payment for the disputed charge, including 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 Form.

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 thirty (30) 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 sixty (60) 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 ninety (90) calendar days of the receipt of the Dispute Form, 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.

9.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the Dispute Form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 9.4, may be invoked.

9.1.1.2 If the disputing 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 the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, a billing dispute shall not include the refusal to pay other amounts owed to a 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 billing dispute has been processed in accordance with this subsection 9.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

9.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

9.1.2 All Other Disputes

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

9.2 Alternative to Litigation

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

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The

Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

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

9.4 **Formal Dispute Resolution Core to review with Alltel legal 1/11/06**

9.4.1 ~~The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to the PUC, FCC or state or federal court having jurisdiction for resolution, in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law. Alltel legal to review modification to deleted sentence 1/11/06~~

9.4.2 ~~If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in [STATE], unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Why is this deleted?~~

9.4.3 ~~Each Party shall bear its own costs of these procedures unless the [STATE] PUC, FCC, or court or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs). Alltel legal reviewing~~

9.5 Conflicts

9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 INTENTIONALLY LEFT BLANK

11.0 Notices

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

If to "CLEC ACRONYM TXT":

Phone Number

Copy to:

If to Alltel:

Staff Manager – Wholesale Services
One Allied Drive, B5F04-D
Little Rock, Arkansas 72202

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

12.0 Taxes

12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted

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from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale 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.

- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To Alltel:

Director State and Local Taxes
Alltel Communications, Inc.
One Allied Drive
Post Office Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Wholesale Services
Alltel Communications, Inc.
One Allied Drive B5F04 -D
P.O. Box 2177
Little Rock, AR 72203

To "CLEC ACRONYM TXT":

Copy to:

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

13.0 Force Majeure

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; epidemics, riots, insurrections, earthquakes, tornadoes, hurricanes, nuclear accidents, floods, or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 Publicity

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

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

15.0 Network Maintenance and Management

15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 **24 Hour Network Management Contact:**

For Alltel:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For "CLEC ACRONYM TXT":

Contact Number: _____

Facsimile Number: _____

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

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

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

16.2 Subpoenas

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

16.3 Law Enforcement Emergencies

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

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

17.0 Changes in Subscriber Carrier Selection

17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.

~~17.2 Only an End User can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.~~ **WILL KEEP LANGUAGE WITH ADDITION OF "Only an End User"– CLOSED 2/20/06**

17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.

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

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

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

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

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

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

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

17.5 Alltel will only accept an LOA for an Alltel customer of record. "CLEC ACRONYM TXT" may not delegate its obligation to obtain written authorization from Alltel's customer of record to a third party.

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. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. -The Parties recognize that, at the time of execution of this Agreement, Alltel is a 2 % Rural Telephone Company and is entitled to all rights afforded 2% 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). The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement. This simply states a fact. It doesn't say that you agree but recognize. OPEN – CORE DISPUTES 2/20/06

19.0 Authority

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

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

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

25.0 Conflict of Interest

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

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

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

28.0 Regulatory Approval

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

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, "CLEC ACRONYM TXT" shall assume sole responsibility in making such filings or notices. All costs

associated with the aforementioned filing(s) or notice(s) shall borne by "CLEC ACRONYM TXT". Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as "CLEC ACRONYM TXT" is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

29.0 Trademarks and Trade Names

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

30.0 Regulatory Authority

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

31.0 Verification Reviews

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 31.2 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.
- 31.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.

- 31.4 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.*
- 31.5 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.
- 31.6 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.
- 31.7 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). The Parties will bear their own reasonable expenses associated with the audit.
- 31.8 Information obtained or received by either Party in conducting the audit described in §31.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

32.0 Complete Terms

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

33.0 Cooperation on Preventing End User Fraud

- 33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 33.2 ~~In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.~~ Alltel OK

34.0 Notice of Network Changes

- 34.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's

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ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

35.0 Modification of Agreement

35.1 If "CLEC ACRONYM TXT" changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of "CLEC ACRONYM TXT" to notify Alltel of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

36.0 Responsibility of Each Party

36.1 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.

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38.0 Governmental Compliance

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

39.0 Responsibility for Environmental Contamination

39.1 "CLEC ACRONYM TXT" will in no event be liable to Alltel for any costs whatsoever resulting from the presence or release of any Environmental Hazard that "CLEC ACRONYM TXT" did not introduce to the affected work location. Alltel will indemnify, defend (at "CLEC ACRONYM TXT"'s request) and hold harmless "CLEC ACRONYM TXT", each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties

and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that Alltel, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which Alltel is responsible under applicable law.

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

40.0 Subcontracting

- 40.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

41.0 Referenced Documents

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

42.0 Severability

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

provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

43.0 Survival of Obligations

43.1 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.

44.0 Governing Law

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

45.0 Other Obligations of "CLEC ACRONYM TXT"

45.1 To establish service and provide efficient and consolidated billing to "CLEC ACRONYM TXT", "CLEC ACRONYM TXT" is required to provide a CLEC Profile, which includes its authorized and nationally recognized Operating Company Number ("OCN"), to establish "CLEC ACRONYM TXT"'s billing account. "CLEC ACRONYM TXT" will be provided with a billing account number ("BAN") for each CLEC Profile submitted. "CLEC ACRONYM TXT" will pay Alltel \$380.00 for the establishment of each billing account number ("BAN") after the initial BAN- CLOSED.

~~45.2~~ "CLEC ACRONYM TXT" shall use Alltel's electronic operations support system access platform (Alltel Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions and billing disputes for resale services. If Alltel Express is not available, "CLEC ACRONYM TXT" shall use such other processes as Alltel has made available for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). ~~If "CLEC ACRONYM TXT" chooses to submit orders, requests for maintenance and repair of services and resale billing disputes manually, when Alltel's electronic operations support system access platform (Alltel Express) is available, "CLEC ACRONYM TXT" will pay a manual order charge as reflected in Appendix B, the applicable Alltel tariff. Core reviewing. 1/11/06 Alltel will charge a separate rate for manual orders. CORE AGREES - CLOSED 2/20/06~~

45.2

45.3 "CLEC ACRONYM TXT" represents and covenants that it will only use Alltel Express pursuant to this Agreement for services related to UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.

~~45.4 A service order processing charge (Service Order Charge) will be applied to each service order issued by Alltel to process a request for installation, disconnection, rearrangement, or changes to orders or existing service pursuant to this agreement. Alltel will agree to make reciprocal 1/11/06.~~

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46.0 Customer Inquiries

- 46.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 46.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

47.0 Disclaimer of Warranties

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

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53.0 Definitions and Acronyms

53.1 Definitions

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

53.2 Acronyms

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

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58.0 Other Requirements and Attachments

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

58.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 20__.

Local Service Provider

Alltel

Print Name

Michael D. Rhoda

Print Name

Sign Name:

Date

Sign Name:

Date

Position/Title
Local Service Provider

Vice President – Business Development

Position/Title
Alltel

Local Service Provider
DATE

ATTACHMENT 1: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

***DRAFT COPY – THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY***

ATTACHMENT 2: RESALE

All services made available to "CLEC ACRONYM TXT" by Alltel for resale by "CLEC ACRONYM TXT" pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to "CLEC ACRONYM TXT" by Alltel.
- 1.2 The applicable rules, regulations and rates in the Alltel Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 "CLEC ACRONYM TXT" will be the customer of record for all services purchased from Alltel, pursuant to this Agreement. Except as specified herein, Alltel will take service orders from, bill and collect payment from "CLEC ACRONYM TXT" for all services purchased pursuant to this Agreement.
- 1.4 "CLEC ACRONYM TXT" will be Alltel's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 "CLEC ACRONYM TXT" may resell Alltel services only within the Alltel local service area as specified in the appropriate Alltel tariff.
- 1.6 Except where otherwise explicitly provided in the Alltel Local Exchange Tariff, "CLEC ACRONYM TXT" shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
- 1.7 "CLEC ACRONYM TXT" shall resell telecommunications services only to the same class of customers to which Alltel sells the services; e.g. residential service may not be resold to business customers.
- 1.8 "CLEC ACRONYM TXT" shall not use a resold service to avoid the rates, terms and conditions of Alltel's Local Exchange Tariff, as applicable.
- 1.9 If Alltel at its sole discretion provides non-regulated services to "CLEC ACRONYM TXT" for resale, said services shall be resold to "CLEC ACRONYM TXT" according to terms and conditions established by Alltel.
- 1.10 "CLEC ACRONYM TXT" shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities, Alltel shall provide Resale Services to "CLEC ACRONYM TXT" pursuant to this Agreement.
- 1.12 "CLEC ACRONYM TXT" has no right to the telephone number or any other call number designation associated with services furnished by Alltel, and no right to the continuance of service through any particular central office or number. Alltel reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever Alltel deems it necessary to do so in the conduct of its business.

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- 1.13 Service is furnished to "CLEC ACRONYM TXT" on the condition that it will not be used for any unlawful purpose.
- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.
- 1.15 Alltel can refuse service when it has grounds to believe that service will be used in violation of the law.
- 1.16 Alltel accepts no responsibility for any unlawful act committed by "CLEC ACRONYM TXT" or its end users as part of providing service to "CLEC ACRONYM TXT" for purposes of resale or otherwise.
- 1.17 Alltel is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of "CLEC ACRONYM TXT" or its end users. Law enforcement agency subpoenas and court orders regarding the end users of "CLEC ACRONYM TXT" will be directed to "CLEC ACRONYM TXT". Alltel shall be entitled to bill "CLEC ACRONYM TXT" for any cost associated with complying with any requests by law enforcement agencies regarding "CLEC ACRONYM TXT" or "CLEC ACRONYM TXT"'s end users.
- 1.18 White Page Directory Services shall be provided as set forth in Attachment 9 - White Page Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by Alltel with respect to "CLEC ACRONYM TXT" end-user accounts will be returned to the IXC as unbillable, and will not be passed on to "CLEC ACRONYM TXT" for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by Alltel.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to Alltel by "CLEC ACRONYM TXT" in accordance with the practices and procedures established by Alltel.
- 1.21 Except as otherwise provided in this Agreement, if Alltel notifies "CLEC ACRONYM TXT" in writing of a violation of a provision of this Agreement, "CLEC ACRONYM TXT" shall have thirty (30) days from notice to correct the violation and notify Alltel in writing that the violation has been corrected.
- 1.22 Alltel shall continue to have the right to serve and market directly to any end user within Alltel's service area, including but not limited to "CLEC ACRONYM TXT"'s end users. Alltel shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with "CLEC ACRONYM TXT"'s end users.
- 1.23 "CLEC ACRONYM TXT" shall not interfere with the right of any person or entity to obtain service directly from Alltel.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than Alltel and use, operation, maintenance or installation thereof shall not:
 - 1.24.1 interfere with or impair service over any facilities of Alltel, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.24.2 cause damage to plant;
 - 1.24.3 impair the privacy of any communications; or

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- 1.24.4 create hazards to any employees or the public.
- 1.25 "CLEC ACRONYM TXT" assumes the responsibility of notifying Alltel regarding any less than standard operations with respect to services provided by "CLEC ACRONYM TXT".
- 1.26 Facilities and/or equipment utilized by Alltel to provide service to "CLEC ACRONYM TXT" shall remain the property of Alltel.
- 1.27 Alltel will provide customer record information to "CLEC ACRONYM TXT", only after "CLEC ACRONYM TXT" has provided Alltel the appropriate Letter(s) of Authorization (LOA) from the relevant customer. Alltel may provide customer record information to "CLEC ACRONYM TXT" via Alltel Express.
- 1.28 All costs incurred by Alltel for providing services to "CLEC ACRONYM TXT" that are not covered in the Alltel tariffs shall be recovered from "CLEC ACRONYM TXT" for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
- 1.30 The rates applicable to "CLEC ACRONYM TXT" for purchase of services from Alltel for resale shall be the retail rate for the telecommunications services as provided in Alltel's applicable Local Exchange Tariff.

2.0 General Obligations

- 2.1 Alltel shall attempt to implement "CLEC ACRONYM TXT" service orders within the same time intervals that Alltel uses to implement service orders for similar services for its own end users.
- 2.2 The appropriate Alltel trouble reporting centers shall accept "CLEC ACRONYM TXT" trouble reports with respect to "CLEC ACRONYM TXT" end users services 24 hours a day, 7 days a week. "CLEC ACRONYM TXT" will be assigned a customer contact center when initial service agreements are made. "CLEC ACRONYM TXT" end users calling Alltel will be referred to "CLEC ACRONYM TXT" at the number provided by "CLEC ACRONYM TXT".
- 2.3 If Alltel determines that an unauthorized change in local service by a local service provider has occurred, Alltel will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the Alltel F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.4 To the extent allowable by law, "CLEC ACRONYM TXT" shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the "CLEC ACRONYM TXT" or the end user made the change. "CLEC ACRONYM TXT" shall pay for PIC changes at the tariffed rate.
- 2.5 "CLEC ACRONYM TXT" shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by Alltel as the incumbent local exchange carrier to its end users.
- 2.6 "CLEC ACRONYM TXT" is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at

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“CLEC ACRONYM TXT” location and its end users’ service locations, with the exception of any retail services provided directly by Alltel to the end user which Alltel is responsible for billing.

- 2.7 Alltel shall not be responsible for the manner in which the use of Resale Services or the associated charges are billed to others by “CLEC ACRONYM TXT”. All applicable rates and charges for such services will be billed to and shall be the responsibility of “CLEC ACRONYM TXT”, with the exception of other retail services provided directly to the end user by Alltel as described in paragraph 2.6 above.
- 2.8 If “CLEC ACRONYM TXT” does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, “CLEC ACRONYM TXT” must order blocking services as outlined in the Alltel Local Exchange Tariff and pay any applicable charges.
- 2.9 “CLEC ACRONYM TXT” shall be responsible for providing to its end users, and to Alltel a telephone number or numbers that “CLEC ACRONYM TXT” end users can use to contact “CLEC ACRONYM TXT” in the event of service or repair requests. In the event that “CLEC ACRONYM TXT” end users contact Alltel with regard to such requests, Alltel shall provide the end user “CLEC ACRONYM TXT”’s contact number and inform the end user to contact “CLEC ACRONYM TXT”.

3.0 Establishment of Service

- 3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, “CLEC ACRONYM TXT” will provide Alltel with the necessary documentation to enable Alltel to establish a master account for “CLEC ACRONYM TXT”. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, Alltel will begin taking orders from “CLEC ACRONYM TXT” for Resale Services.
- 3.2 “CLEC ACRONYM TXT” will be charged a Master Account Establishment charge of \$380.00. The Master Account Establishment charge is a one-time charge that will be applied for the establishment of each Billing Account Number (“BAN”).
- 3.3 Service orders will be submitted in the format designated in Alltel handbooks and manuals.
- 3.4 When Alltel receives notification from “CLEC ACRONYM TXT” that a current Alltel customer will be subscribing to “CLEC ACRONYM TXT”’s services, standard service order intervals for the appropriate class of service will apply.
- 3.5 Except as required by applicable laws or rules, Alltel will not require end user confirmation prior to establishing service for “CLEC ACRONYM TXT”’s end user customers. “CLEC ACRONYM TXT” must, however, be able to demonstrate end user authorization upon request.
- 3.6 “CLEC ACRONYM TXT” will be the single point of contact with Alltel for all subsequent ordering activity resulting in additions or changes to Resale Services, except that Alltel will accept a request directly from the end user for conversion of the end user’s service from “CLEC ACRONYM TXT” to Alltel, or will accept a request from another local service provider for conversion of the end user’s service from “CLEC ACRONYM TXT” to the other local service provider.
- 3.7 Alltel will provide “CLEC ACRONYM TXT” at their request per customer, blocking of calls (e.g.,

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toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that Alltel provides such blocking capabilities to its customers and to the extent required by law.

- 3.8 When ordering Resale Services via a service order, "CLEC ACRONYM TXT" may where available, order from Alltel separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. Alltel will accept PIC change orders for IntraLATA ~~toll~~ and long distance services through the Alltel service provisioning process.
- 3.9 Alltel will provide order format specifications to "CLEC ACRONYM TXT" with respect to all services, features, and functions available and with respect to ancillary data required by Alltel to provision these services through Alltel manuals and handbooks.

4.0 Maintenance of Services

- 4.1 Alltel's facilities and equipment provided by Alltel shall be maintained by Alltel.
- 4.2 Alltel will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by Alltel in serving its end user customers. Alltel technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to Alltel customers; trouble calls from "CLEC ACRONYM TXT" will receive response time and priorities that are at least equal to that of Alltel customers.
- 4.3 "CLEC ACRONYM TXT" or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Alltel, other than by connection or disconnection to any interface means used, without the written consent of Alltel.
- 4.4 "CLEC ACRONYM TXT" shall promptly notify Alltel of any situations that arise that may result in a service problem.
- 4.5 "CLEC ACRONYM TXT" will be Alltel's single point of contact for all repair calls on behalf of "CLEC ACRONYM TXT"'s end users with respect to Resale Services. All misdirected repair calls to Alltel from "CLEC ACRONYM TXT" customers will be given a recording (or live statement) directing them to call the number designated by "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" on a reciprocal basis will refer all misdirected repair calls that "CLEC ACRONYM TXT" receives for Alltel customers to Alltel.
- 4.6 "CLEC ACRONYM TXT" will contact the appropriate Alltel repair center in accordance with procedures established by Alltel. "CLEC ACRONYM TXT" will refer repair calls to Alltel via Alltel Express.
- 4.7 For all repair requests, "CLEC ACRONYM TXT" shall adhere to Alltel's prescreening guidelines prior to referring the trouble to Alltel.
- 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
- 4.9 Alltel will bill "CLEC ACRONYM TXT" for handling troubles that are found not to be in Alltel's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what Alltel charges to its retail customers for the same services.

- 4.10 Alltel will provide "CLEC ACRONYM TXT" with written escalation procedures for maintenance resolution to be followed if, in "CLEC ACRONYM TXT"'s judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of Alltel management personnel who are responsible for maintenance issues.
- 4.11 Alltel Maintenance of Service Charges, when applicable, will be billed by Alltel to "CLEC ACRONYM TXT", and not to "CLEC ACRONYM TXT"'s end-user customers.
- 4.12 Dispatching of Alltel technicians to "CLEC ACRONYM TXT" Customer premises shall be accomplished by Alltel pursuant to a request received from "CLEC ACRONYM TXT".
- 4.13 When an Alltel employee visits the premises of a "CLEC ACRONYM TXT" local customer, the Alltel employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that Alltel was on their premises acting on behalf of "their local service provider".
- 4.14 If trouble cannot be cleared without access to "CLEC ACRONYM TXT" local customer's premises and the customer is not at home, the Alltel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
- 4.15 Alltel reserves the right, but is not required, to contact "CLEC ACRONYM TXT"'s customers for any lawful purpose.
- 4.16 Alltel will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by "CLEC ACRONYM TXT" in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of "CLEC ACRONYM TXT", Alltel will disconnect a "CLEC ACRONYM TXT" end user customer.
- 5.1.2 All requests by "CLEC ACRONYM TXT" for denial or disconnection of an end user for nonpayment must be provided to Alltel in writing in the manner and format prescribed by Alltel.
- 5.1.3 "CLEC ACRONYM TXT" will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, charges will apply and will be the responsibility of "CLEC ACRONYM TXT".
- 5.1.5 Alltel will continue to process calls made to Alltel for annoyance calls and will advise "CLEC ACRONYM TXT" when it is determined that annoyance calls are originated from one of their end user's locations. Alltel shall be indemnified, defended and held harmless by "CLEC ACRONYM TXT" against any claim, loss or damage arising from providing this information to "CLEC ACRONYM TXT". It is the responsibility of "CLEC ACRONYM TXT" to take the corrective action necessary with its customers who

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make annoying calls. Failure to do so will result in Alltel's disconnecting the end user's service.

6.0 Dispute Resolution

6.1 Notice of Disputes

Notice of a valid contractual dispute must be made through the Alltel Express System's billing dispute form, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Billing Dispute"). Billing Disputes must be submitted via Alltel Express, on the billing dispute form or the dispute will not be accepted as a valid Billing Dispute and therefore denied by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

6.1.1 Billing Disputes

The billing dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed billing dispute form, 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 disputing Party's bill within thirty (30) calendar days of receipt of the Billing Dispute. If the billing Party determines the Billing Dispute is not valid, the disputing Party may escalate the dispute as outlined in Section 6.1.1.1.

6.1.1.1 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:

6.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the billing dispute form, 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 sixty (60) 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.

6.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the billing dispute form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

6.1.1.1.3 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 6.1.1.1.

6.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the billing dispute form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 6.4, may be invoked.

6.1.1.2 If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the

amount of the disputed charges by the next billing cycle after the resolution of the dispute.

6.1.1.3 Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 6.1.1.

6.1.1.4 Any credits due to the disputing Party resulting from the Billing Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

6.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

6.1.2 **All Other Disputes**

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

6.2 **Alternative to Litigation**

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

6.3 **Informal Resolution of Disputes**

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

6.4 **Formal Dispute Resolution**

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

- 6.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in [STATE], unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 6.4.3 Each Party shall bear its own costs of these procedures unless the [STATE] PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

6.5 Conflicts

- 6.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

6.6 Arbitration

- 6.6.1 Any disputes involving amounts which represent Fifty Thousand Dollars (\$50,000) or less annually, not resolved pursuant to the informal dispute resolution procedures set forth in § 6.3 within ninety (90) days of the Dispute Notice shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission.
- 6.6.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in the state capitol of the state where the Interconnection Services are provided. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator 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.

6.7 Costs

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).

7.0 Termination of Service to "CLEC ACRONYM TXT"

- 7.1 Alltel reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by "CLEC ACRONYM TXT" of the rules and regulations of the Alltel Local Exchange Tariff.
- 7.2 Disputes hereunder shall be resolved in accordance with the procedures identified in § 6.0 Dispute Resolution. Failure of "CLEC ACRONYM TXT" to pay charges owed to Alltel shall be grounds for termination under this Agreement
- 7.3 Failure of "CLEC ACRONYM TXT" to pay all charges, including disputed amounts, shall be grounds for suspension or termination of this Agreement. If "CLEC ACRONYM TXT" fails to pay when due, all charges billed to "CLEC ACRONYM TXT" under this Agreement, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such charges, Alltel will notify "CLEC ACRONYM TXT" in writing that in order to avoid having service disconnected and or suspension of order acceptance, "CLEC ACRONYM TXT" must remit all charges to Alltel within fifteen (15) days after receipt of said notice (the "Embargo Notice").
- 7.4 If any "CLEC ACRONYM TXT" charges remain unpaid at the conclusion of the time period as set forth in § 7.3 above (15 days from the due date of such unpaid charges), Alltel will notify "CLEC ACRONYM TXT", (the "Disconnect Notice") and the appropriate commission(s) in writing, pursuant to state public service commission's rules and regulations, that "CLEC ACRONYM TXT"'s service will be disconnected and "CLEC ACRONYM TXT"'s end users may be switched to Alltel local service and Alltel will suspend order acceptance. Applicable service establishment charges for switching end users from "CLEC ACRONYM TXT" to Alltel will be assessed to "CLEC ACRONYM TXT". In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Alltel does not discontinue the provision of the services involved on the date specified in the fifteen (15) day Embargo Notice, and "CLEC ACRONYM TXT"'s noncompliance continues, nothing contained herein shall preclude Alltel's right to discontinue the provisions of the services to "CLEC ACRONYM TXT" without further notice.
- 7.5 Within five (5) calendar days of the transfer to Alltel's service, (30 days past "CLEC ACRONYM TXT"'s due date), Alltel will notify all affected end users that because of a "CLEC ACRONYM TXT"'s failure to pay all charges, their service is now being provided by Alltel.
- 7.6 After disconnect procedures have begun, Alltel will not accept service orders from "CLEC ACRONYM TXT" until all charges are paid in full, in immediately available funds. Alltel will have the right to require a deposit equal to three (3) months charges (based on the highest previous month of service from Alltel) prior to resuming service to "CLEC ACRONYM TXT" after disconnect for nonpayment.

- 7.7 Beyond the specifically set out limitations in this Section, nothing herein will be interpreted to obligate Alltel to continue to provide service to any such end users or to limit any and all disconnection rights Alltel may have with regard to such end users.

8.0 Billing and Payments

- 8.1 Pursuant to this Agreement, Alltel shall bill "CLEC ACRONYM TXT" those charges, which "CLEC ACRONYM TXT" incurs as a result of "CLEC ACRONYM TXT" purchasing Resale Services from Alltel.
- 8.2 Alltel shall provide "CLEC ACRONYM TXT" a monthly bill including all charges incurred by and credits and/or adjustments due to "CLEC ACRONYM TXT" for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by Alltel to "CLEC ACRONYM TXT" will include:
- 8.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 8.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 8.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 8.2.4 any known unbilled usage sensitive charges for prior periods. Alltel will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to "CLEC ACRONYM TXT".
- 8.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due Alltel from the Interexchange Carrier.
- 8.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 8.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 8.6 Alltel will render bills each month on established bill days for each of "CLEC ACRONYM TXT"'s accounts.
- 8.7 If "CLEC ACRONYM TXT" requests an additional copy(ies) of a bill, "CLEC ACRONYM TXT" will pay Alltel a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 8.8 Payment of all charges will be the responsibility of "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" shall make payment to Alltel for all Resale Services billed. Alltel is not responsible for payments not received by "CLEC ACRONYM TXT" from "CLEC ACRONYM TXT"'s customer. Alltel will not become involved in Billing Disputes that arise between "CLEC ACRONYM TXT" and its customer. Payments made to Alltel, as payment on account, will be credited to an accounts receivable master account and not to an end user's account.

- 8.9 Payment of all charges will be due within thirty (30) days of the invoice date and payable in immediately available funds. Payment is considered to have been made when received by Alltel.

9.0 Customer Usage Data

- 9.1 Usage Data with respect to end users will be provided by Alltel to "CLEC ACRONYM TXT" when the end user has been transferred to "CLEC ACRONYM TXT", and "CLEC ACRONYM TXT" purchases Resale Services from Alltel.
- 9.2 Alltel will provide usage data for "CLEC ACRONYM TXT" customers using Alltel-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 9.2.1 All record types that are currently processed for Alltel customers.
 - 9.2.2 Use of CLASS/ Custom Features;
 - 9.2.3 Station level detail for Alltel - provided CENTREX families of services; and
 - 9.2.4 Complete call detail and complete timing information for Resale Services;
- 9.3 Alltel will provide Usage Data for completed calls only for service offerings that Alltel records for itself (e.g., Local Measured Services) and recordings performed on the behalf of Alltel for operator services and directory assistance.
- 9.4 Alltel will provide Usage Data to "CLEC ACRONYM TXT" only for "CLEC ACRONYM TXT" Customers. Alltel will not submit other carriers' local usage data as part of the "CLEC ACRONYM TXT" Usage Data.
- 9.5 Alltel will provide Usage Data in EMI format.
- 9.6 Alltel will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 9.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 9.8 Alltel will transmit formatted Usage Data to "CLEC ACRONYM TXT" via CONNECT: Direct or as otherwise agreed to by the Parties. "CLEC ACRONYM TXT" is responsible for the connection.
- 9.9 "CLEC ACRONYM TXT" and Alltel will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. "CLEC ACRONYM TXT" will pay to Alltel a per message charge for Alltel's transmission of usage data to "CLEC ACRONYM TXT".
- 9.10 Alltel will provide Usage Data to "CLEC ACRONYM TXT" daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with thirty (30) days written notice.
- 9.11 Alltel will establish a single point of contact to respond to "CLEC ACRONYM TXT" call usage, data error, and record transmission inquiries.

- 9.12 Alltel will bill and "CLEC ACRONYM TXT" will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

ATTACHMENT 3: INTENTIONALLY LEFT BLANK

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DATE

***DRAFT COPY – THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY***

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Scope Alltel will not agree to the deletion of 1.1 – 1.4. I have inserted Core’s language w/one insertion below.

1.1 Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible Point(s) of Interconnection on Alltel’s interconnected network within the LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA Traffic, and InterLATA Traffic.

~~This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point within Alltel’s interconnected network within a LATA. It is “CLEC ACRONYM TXT”’s responsibility to establish a single point of interconnection within Alltel’s interconnected network within each LATA. In each Alltel Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties. Traffic originated by a telecommunications carrier third party, not subject to this agreement Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party’s end-End user-Usercustomer, is not considered to be originating on that Party’s network and may not be routed through direct interconnection.~~

1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within Alltel’s serving territory in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its local-traffic and intraLATA toll-traffic.

1.3 An Interconnection Point (“IP”), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will be provided to identify each IP.

1.4 This Attachment is based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., Alltel deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to “CLEC ACRONYM TXT”.

~~1.1 Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible Point(s) of Interconnection and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Section 251(b)(5) Local Traffic, ISP Bound Traffic, IntraLATA Toll Traffic, and InterLATA Toll Traffic.~~

~~1.2 Core shall have the sole right and discretion to designate a Point of Interconnection (“POI”) at any technically feasible point on Alltel’s network within a LATA for the parties’ mutual exchange of interconnection traffic. The POI is the physical point that demarcates each party’s operational responsibility. Each party is operationally responsible for the proper engineering of interconnection facilities on its own side of the POI.~~

~~1.3 Each party shall designate an Interconnection Point ("IP") on the other party's network at which the designating party shall deliver its originating interconnection traffic in a LATA. A party may designate any end office or tandem office wire center on the other party's network as its IP.~~

Core language – Open 1/11/06 Alltel will not agree to this language. It's Alltel's position that it is not required to be outside of an exchange boundary and will not negotiate that position.
2/15/06

1.1 Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible point and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and InterLATA Toll Traffic.

1.2 *****CLEC Acronym TXT***** shall have the sole right and discretion to initiate interconnection in each LATA by submitting a written request to Alltel designating the following:

(a) a CLLI code for *****CLEC Acronym TXT*****'s designated interconnection point ("IP"); and

(b) a proposed IP for the delivery of *****CLEC Acronym TXT*****'s originating interconnection traffic to Alltel.

Within ten (10) days of *****CLEC Acronym TXT*****'s written request, Alltel shall provide *****CLEC Acronym TXT***** with the CLLI code of Alltel's designated IP.

1.3 Pursuant to *****CLEC Acronym TXT*****'s written request for interconnection in each LATA, each party shall designate an Interconnection Point ("IP") on its own network at which the designating party shall arrange to receive the other party's originating interconnection traffic. Each party shall have a duty to provide for the transport and delivery of interconnection traffic to the other party at the other party's IP.

2.0 Interconnection Alltel will not agree to deletion of Alltel sec 2.

2.1 Direct interconnection provides for network interconnection between the Parties at a technically feasible point on Alltel's interconnected network within a LATA as described in Section 2.1.1. Traffic originated by a ~~telecommunications carrier~~ third party, not subject to this ~~agreement~~ Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's ~~end-End user-User~~ customer, is not considered to be originating on that Party's network and may not be routed through direct interconnection. Direct interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.

2.1.1 In order to gain connectivity, the IP is required at one of the following locations:

- a) IP at the Alltel Access Tandem Office where available, and;
- b) IP at the Alltel End Office;
- c) IP at the Alltel Access Tandem, where available, or End Office for a Alltel remote central office.

2.1.2 Lease arrangements will be governed by the applicable Alltel interstate, intrastate or local, special access or private line tariffs under which "CLEC ACRONYM TXT" orders service.

2.1.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the IP, however, should Alltel be required to modify its network to

accommodate the interconnection request made by "CLEC ACRONYM TXT", "CLEC ACRONYM TXT" agrees to pay Alltel reasonable charges for such modifications. If "CLEC ACRONYM TXT" uses a third party network Carrier to reach the IP, "CLEC ACRONYM TXT" will bear all third party Carrier charges for facilities and traffic.

- 2.2 The Parties shall utilize direct end office ~~trunk groups~~ facilities under any one of the following conditions:
- 2.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office ~~trunking facilities~~ plan that will alleviate the tandem capacity shortage and ensure completion of traffic between "CLEC ACRONYM TXT" and Alltel.
- 2.2.2 Traffic Volume - ~~To the extent either Party has the capability to measure the amount of traffic between "CLEC ACRONYM TXT"'s switch and a Alltel end office and wWhere such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking facilities, additional trunking facilities shall only be required by the Party whose trunking facilities has have achieved the preceding usage threshold.~~
- 2.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (2.2.1) or (2.2.2) above.
- 2.1 Both Parties agree only to deliver traffic to the other pursuant to and consistent with the terms of this Agreement. Neither Party shall utilize a third party for the delivery of traffic to the other pursuant to this Agreement without the consent of all Parties and without the establishment of mutually agreeable terms and conditions among all Parties governing any intermediary arrangement with a third party. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party telecommunications carrier to the end users of the other Party and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party or to accept transit traffic or intermediary arrangements with third parties.
- 2.3 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.

2. Physical Architecture

2.1. Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to ***RLEC Acronym TXT***: Alltel OK

i. a collocation facility established by Core at a ***RLEC Acronym TXT*** central office or tandem office where the IP is located, in which case Core shall pay ***RLEC Acronym TXT*** applicable collocation charges as set forth in the Collocation Attachment: Alltel OK

ii. a collocation facility established by a third party, with whom Core has contracted, at a ***RLEC Acronym TXT*** central office or tandem office where the IP is located, in which case such third party

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~~(and not Core) shall pay ***RLEC Acronym TXT*** (any) applicable collocation charges; and/or Alltel is not required to allow a sublease of its collocations. Core to discuss w/Alltel legal. 1/11/06~~

~~_____ iii. _____ an Entrance Facility and transport (where applicable) leased from ***RLEC Acronym TXT*** as specified in the Pricing Attachment. Alltel OK~~

~~2.2. _____ ***RLEC Acronym TXT*** shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to Core:~~

~~_____ i. _____ a collocation facility established by ***RLEC Acronym TXT*** at a Core central office or tandem office where the IP is located, in which case ***RLEC Acronym TXT*** shall pay Core applicable collocation charges as set forth in the Collocation Attachment;~~

~~_____ ii. _____ a collocation facility established by a third party, with whom ***RLEC Acronym TXT*** has contracted, at a Core central office or tandem office where the IP is located, in which case such third party (and not ***RLEC Acronym TXT***) shall pay Core (any) applicable collocation charges; and/or~~

~~_____ iii. _____ an Entrance Facility and transport (where applicable) leased from Core as specified in the Pricing Attachment. Alltel is not required to go outside its franchise territory.~~

2.2.3. Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

_____ i. _____ Interconnection Trunks for the transmission and routing of Section 251(b)(5) Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers; and

_____ ii. _____ Access Toll-Connecting Trunks for the transmission and routing of InterLATA Toll Traffic between Core's customers and purchasers of Switched Exchange Access Service via a ***RLEC Acronym TXT*** access tandem; and

_____ iii. _____ Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

_____ iv. _____ Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks). Alltel is OK with 2.2.3. Alltel is not a DA provider. CLOSED 1/11/06

2.2.4. Loop Interconnection:

Where ***RLEC Acronym TXT*** facilities (including facilities ***RLEC Acronym TXT*** considers to be "retail" or "loop" as opposed to "IOF") exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ***RLEC Acronym TXT*** shall complete all of the activities needed to implement an Interconnection Activation Date no later than thirty (30) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing. Where ***RLEC Acronym TXT*** facilities (including facilities ***RLEC Acronym TXT*** considers to be "retail" or "loop" as opposed to "IOF") do not exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ***RLEC Acronym TXT*** shall complete all of the activities needed to implement an Interconnection Activation Date no later than sixty (60) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing. Alltel requires the CLEC to order its own facilities. Open 1/11/06

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3. Alternative Interconnection Arrangements

In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement. Alltel OK

4. Initiating Interconnection

If Core determines to offer Telephone Exchange Services and to interconnect with ***RLEC Acronym TXT*** in any LATA in which ***RLEC Acronym TXT*** also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Core shall provide written notice to ***RLEC Acronym TXT*** of the need to establish Interconnection in such LATA pursuant to this Agreement. The notice provided shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection of Core's choosing to be established in the relevant LATA in accordance with this Agreement; and (c) Core's intended Interconnection activation date. Core shall have the sole right to specify any technically feasible Point(s) of Interconnection. Core may specify more than one technically feasible Point(s) of Interconnection in any LATA. This looks like RBOC language. Alltel's network is not laid out this way. Closed 1-11-06

35.0 Signaling Requirements

3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.

3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.

3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

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

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

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

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

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

3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and

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functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.

- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
- 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

46.0 Interconnection and Trunking Requirements

4.1 ~~Section 251(b)(5) Local Local Traffic Local Traffic and IntraLATA Toll Traffic Local~~ is defined in Att 12 Sec 1.2 2/15/06 ISP traffic is not included in 251(b)(5) traffic.

4.1.1 The Parties shall reciprocally terminate ~~Local Traffic Section 251(b)(5) Local Traffic and IntraLATA toll Toll calls Traffic~~ originating on each other's networks as follows:

4.1.1.1 Where technically feasible, the Parties shall make available to each other one-way and/or two-way trunks for the reciprocal exchange of combined ~~Local Section 251(b)(5) Local~~ Traffic and IntraLATA ~~toll~~ traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined ~~Local Section 251(b)(5) Local~~ Traffic and IntraLATA ~~toll~~ traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for ~~Local Section 251(b)(5) Local~~ Traffic and IntraLATA ~~toll~~ traffic. CORE - Only ISP traffic at this point. Alltel reviewing 1/11/06 Alltel will agree w/one-way or two-way 2/15/06

4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 Trunking

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- 4.2.1 Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.
- 4.2.2 Where Alltel is a 911 provider, separate trunks connecting "CLEC ACRONYM TXT"'s switch to Alltels E911 routers will be established by "CLEC ACRONYM TXT". If "CLEC ACRONYM TXT" purchases such services from Alltel, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from "CLEC ACRONYM TXT", it is the responsibility of "CLEC ACRONYM TXT" and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from "CLEC ACRONYM TXT" will be processed.
- 4.2.3 "CLEC ACRONYM TXT" will not route traffic to Alltels local end office switches to act as a tandem on "CLEC ACRONYM TXT"'s behalf nor will Alltel route traffic to "CLEC ACRONYM TXT"'s local end office switches to act as a tandem on Alltels behalf.
- 4.2.4 This Agreement is applicable only to Alltels serving areas. Alltel will not be responsible for interconnections or contracts relating to any of "CLEC ACRONYM TXT"'s interconnection with any other Carrier.

57.0 Network Management

5.1 Protective Protocols

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

5.2 Expansive Protocols

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

5.3 Mass Calling

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

68.0 Forecasting/Serviceing Responsibilities

- 6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 Alltel shall be responsible for forecasting and servicing the trunk groups terminating to "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" shall be responsible for forecasting and servicing the trunk groups terminating to Alltel end users. Standard trunk traffic engineering methods will

be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

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

79.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an "CLEC ACRONYM TXT" end office and Alltel access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Alltel will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

Alltel is not a transit provider and does not allow CLECs to subtend its tandems.

10. Transmission and Routing of Exchange Access Traffic

10.1 Access Toll Connecting Trunk Group Architecture.

If Core chooses to subtend a ***RLEC Acronym TXT*** access Tandem, Core's NPA/NXX must be assigned by Core to subtend the same ***RLEC Acronym TXT*** access Tandem that a ***RLEC Acronym TXT*** NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

10.1.1. Core shall establish Access Toll Connecting Trunks pursuant to the same terms and conditions, including pricing, as are applicable to Interconnection Trunks.

10.1.2. The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Core utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) ***RLEC Acronym TXT*** utilizes to provide Exchange Access in such LATA.

10.1.3. Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Core's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a ***RLEC Acronym TXT*** access Tandem.

11. Tandem Transit Traffic

11.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Core's network, and is transported through a ***RLEC Acronym TXT*** Tandem to the Central Office of a CLEC, ILEC other than ***RLEC Acronym TXT***, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant ***RLEC Acronym TXT*** Tandem to which Core delivers such traffic. Neither the originating nor terminating customer is a Customer of ***RLEC Acronym TXT***. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

11.1.1. Tandem Transit Traffic Service provides Core with the transport of Tandem Transit Traffic as provided below:

11.1.2. Tandem Transit Traffic may be routed over the Interconnection Trunks described in this Attachment. Core shall pay ***RLEC Acronym TXT*** for Transit Service that Core originates at the rate specified in the Pricing Attachment.

11.1.3. If or when a third party carrier's Central Office subtends a Core Central Office, then Core shall offer to ***RLEC Acronym TXT*** a service arrangement equivalent to or the same as Tandem Transit Service provided by ***RLEC Acronym TXT*** to Core as defined in this Section such that ***RLEC Acronym TXT*** may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Core Central Office ("Reciprocal Tandem Transit Service"). Core shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section. Alltel does not transit traffic and is not the LATA tandem.

11.1.4. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. CLOSED 1/11/06

12. Indirect Traffic

12.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Where indirect traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office facilities, pursuant to Section 2.0 of this Attachment, sufficient to handle such traffic volumes. Indirect interconnection shall only be allowed to the extent each party is interconnected at a tandem which ***RLEC Acronym TXT***'s end office subtends. Core reviewing 1/11/06

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12.2. Exchange Of Traffic

12.2.1. The Parties may send each other Indirect Traffic.

12.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

12.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party. Open 1/11/06 [redacted] agrees that there should be arrangements w/ third party's for this scenario but this Agreement should not put requirements on those arrangements. 2/7/5/06

12.3. Compensation for Indirect Traffic

12.3.1. ~~FoH~~IntraLATA Traffic

Compensation for the termination of IntraLATA ~~FoH~~Traffic between the Parties shall be based on their respective applicable access tariffs in accordance with FCC and Commission Rules and Regulations.

12.3.2. ~~Section 251(b)(5) Traffic and ISP Bound Traffic~~

~~Compensation for Section 251(b)(5) Traffic and ISP Bound Traffic shall be based on the reciprocal compensation rates set forth in the Pricing Attachment. This will be addressed in Att 12 Compensation~~

ATTACHMENT 5: INTENTIONALLY LEFT BLANK

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***DRAFT COPY – THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY***

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNEs)

1.0 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements, subject to facility availability and technical feasibility, that Alltel agrees to offer to "CLEC ACRONYM TXT" in accordance with its obligations under Section 251(c)(3) of the Act. The rates for each Network Element set forth in this Attachment.
- 1.2 Alltel's sole obligation is to provide and maintain Unbundled Network Elements in accordance with such specifications herein. Alltel does not warrant that unbundled network elements are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the local loop as defined herein. Alltel, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.
- 1.3 Unbundled Network Elements may not be used to provide any service that would degrade or otherwise adversely affect Alltel's network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Alltel will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if "CLEC ACRONYM TXT" requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Alltel will consider the request on a case-by-case basis.
- 1.4 It is "CLEC ACRONYM TXT"'s responsibility to provision and provide E911 Services to its end users that are provisioned utilizing Alltel's Unbundled Network Elements.
- 1.5 Unbundled Network Elements are only available to "CLEC ACRONYM TXT" for use in its provisioning of local exchange service to its end users.
- 1.6 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.
- 1.7 Alltel retains duty to maintain, repair, or replace the element.
- 1.8 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 1.9 Network elements provided to "CLEC ACRONYM TXT" under the provisions of this Attachment will remain the property of Alltel.
- 1.10 To the extent that Alltel files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

2.0 Unbundled Loops

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- 2.1 The loop is a transmission path on which a subscriber's traffic is carried from the Main Distribution Frame or similar terminating device in an Alltel central office, in the local exchange, up to the termination at the Network Interface Device (NID) at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2 Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of Alltel facilities.
- 2.3 Alltel will provide, subject to facility availability and technical feasibility, the following at the rates, terms, and conditions outlined in this Agreement and Exhibit A: UNE Price List.

~~2.1.1~~2.3.1 _____ 2-Wire Analog

~~2.1.2~~2.3.2 _____ 2-Wire Digital

~~2.1.3~~2.3.3 _____ DS1

~~2.1.1~~2.3.3.1 _____ DS1 Loop Caps. Alltel is not obligated to provide "CLEC ACRONYM TXT" more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). Accordingly, "CLEC ACRONYM TXT" will cease ordering DS1 unbundled loops once "CLEC ACRONYM TXT" has obtained ten (10) DS1 unbundled loops at the same building. If, notwithstanding this Section, "CLEC ACRONYM TXT" submits such an order, at Alltel's option it may accept the order, but convert any requested DS1 unbundled loop(s) in access of the cap to Special Access and any applicable Special Access charges will apply to "CLEC ACRONYM TXT" for such DS1 loop(s) as of the date of provisioning.

2.3.3.2 Alltel will provide written notice to "CLEC ACRONYM TXT" in the event "CLEC ACRONYM TXT" currently has more than ten (10) DS1 unbundled loops to any single building. Within thirty (30) calendar days from the date of such notice, "CLEC ACRONYM TXT" will submit requests to disconnect or convert to Special Access the unbundled loops exceeding the DS1 Cap. All unbundled loops converted to Special Access will be billed applicable Special Access charges as listed in the appropriate Alltel tariffs.

- 2.4 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to transmission equipment in co-located space.
- 2.5 "CLEC ACRONYM TXT" will be responsible for testing and isolating network failures. Once "CLEC ACRONYM TXT" has isolated a trouble to the Alltel provided loop, "CLEC ACRONYM TXT" will issue a trouble report to Alltel on the loop. Alltel will take the actions necessary to repair the loop if a trouble actually exists.
- 2.6 If "CLEC ACRONYM TXT" reports a trouble on a loop and no trouble actually exists, Alltel will charge "CLEC ACRONYM TXT" for any dispatching and testing, (both inside and outside the central office) required by Alltel in order to confirm the loop's working status.
- 2.7 Where Alltel uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and Alltel has an alternate facility available, Alltel will make alternative arrangements to permit "CLEC ACRONYM TXT" to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide "CLEC ACRONYM TXT" with the capability to serve end users at the same level Alltel provides its customers. If no alternate facility is available then "CLEC ACRONYM TXT" can use the Bona Fide Request (BFR) process, specified in Attachment 19, to request that Alltel place facilities in order to meet "CLEC

ACRONYM TXT"'s loop requirements. Standard Loop intervals shall not apply to the BFR process.

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

3.0 Network Interface Device (NID)

- 3.1 The NID is defined as any means of interconnection of End User customer premises wiring to Alltel's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 3.2 With respect to multiple dwelling units or multiple-unit business premises, that are pursuant to applicable law, "CLEC ACRONYM TXT" will provide its own NID and will connect directly with the customer's inside wire. "CLEC ACRONYM TXT" will not require any connection to the Alltel NID, unless such premises are served by "single subscriber" type NIDs.
- 3.3 The Alltel NIDs that "CLEC ACRONYM TXT" uses under this Attachment will be those installed by Alltel to serve its customers.
- 3.4 Where feasible, the NID shall be physically accessible to "CLEC ACRONYM TXT" designated personnel. In cases where entrance to the customer premises is required to give access to the NID, "CLEC ACRONYM TXT" shall obtain entrance permission directly from the customer.
- 3.5 "CLEC ACRONYM TXT" will not attach to or disconnect Alltel's ground. "CLEC ACRONYM TXT" will not cut or disconnect Alltel's loop from its protector. "CLEC ACRONYM TXT" will not cut any other leads in the NID. "CLEC ACRONYM TXT" will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. "CLEC ACRONYM TXT" will tighten all screws or lugs loosened by "CLEC ACRONYM TXT" in the NID's enclosure and replace all protective covers.
- 3.6 Any repairs, upgrades, and/or rearrangements required by "CLEC ACRONYM TXT" will be performed by Alltel based on time and material charges.
- 3.7 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the distribution media and/or cross connect to "CLEC ACRONYM TXT"'s NID.

- 3.8. Existing Alltel NIDs will be provided in "as is" condition. "CLEC ACRONYM TXT" may request Alltel to do additional work to the NID on a time and material basis. When "CLEC ACRONYM TXT" deploys its own local Loops in a multiple-line termination device, "CLEC ACRONYM TXT" shall specify the quantity of NIDs connections that it requires within such device.

4.0 Cross-Connects

- 4.1 The provisioning of a Loop to Alltel's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

5.0 Provisioning/Maintenance of Network Elements on an Unbundled Basis

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

- 5.6 "CLEC ACRONYM TXT" will connect equipment and facilities that are compatible with the Alltel Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements.
- 5.7 Unbundled Network Elements may not be connected to or combined with Alltel access services or other Alltel tariffed service offerings.

6.0 Maintenance of Elements

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

7.0 Performance of Network Elements

- 7.1 Access to Network Elements provided by Alltel to "CLEC ACRONYM TXT" will meet applicable regulatory performance standards and be at least equal in quality and performance as that which Alltel provides to itself. "CLEC ACRONYM TXT" may request, and Alltel will provide, to the extent technically feasible, access to Network Elements that is lesser quality than Alltel provides to itself and such service will be requested pursuant to the Bona Fide Request process.
- 7.2 Nothing in this Attachment will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. "CLEC ACRONYM TXT" will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of Alltel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

8.0 Pricing

- 8.1 Exhibit A: UNE Price List is a schedule which reflects the prices at which Alltel agrees to furnish Unbundled Network Elements and associated ancillary items to "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" agrees to compensate Alltel for unbundled Network elements at the rates contained in this Exhibit.
- 8.2 For any rate element and/or charge contained in or referenced to in this Attachment that are not listed in the pricing, including Bona Fide Requests, the rate for the specific service or function will be as set forth in the applicable Alltel tariff.
- 8.3 Alltel will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- 8.4 Alltel will recover the costs of modifying its outside plant facilities for "CLEC ACRONYM TXT" space requirements. These costs will be recovered via the Bona Fide Request process described herein.

8.5 Recurring Charges

- 8.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process might be longer.
- 8.5.2 Where rates will be based on minutes of use, usage will be accumulated at the end office and rounded to the next higher minute. "CLEC ACRONYM TXT" will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions
- 8.5.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, Alltel will first compute the mileage using the V&H coordinates method, as set forth in the National

Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, Alltel will round up to the next whole mile before determining the mileage and applying rates.

8.6 Non-Recurring Charges

- 8.6.1 "CLEC ACRONYM TXT" will pay a non-recurring charge when "CLEC ACRONYM TXT" adds or removes a signaling point code. This charge also applies to point code information provided by "CLEC ACRONYM TXT" allowing other telecommunications providers to use "CLEC ACRONYM TXT"'s SS7 signaling network.
- 8.6.2 A service order processing charge (Service Order Charge) will be applied to each service order issued by "CLEC ACRONYM TXT" for Alltel to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 8.6.3 "CLEC ACRONYM TXT" will pay a non-recurring Coordinated Cut-over charge, contained in Exhibit A Price List, when "CLEC ACRONYM TXT" requests a coordinated cut-over.

Exhibit A: Price List

	Monthly Recurring / MOU Rate	Nonrecurring Charges	
		Initial	Additional
<u>Unbundled Loops</u>			
2-Wire Analog			
DS-1			
<u>Cross Connect</u>			
2-Wire			
DS-1			
<u>Service Order Charges</u>			
New Service			
Change			
Disconnect			
<u>Maintenance of Service Charges</u>			
Basic Time per half (1/2) hour			
Overtime per half (1/2) hour			
Premium Time per half (1/2) hour			
<u>Time and Material Charges</u>			
Basic Time per half (1/2) hour			
Overtime per half (1/2) hour			
Premium Time per half (1/2) hour			
<u>Coordinated Cut-Over Charge</u>			
Basic Time per half (1/2) hour			
Overtime per half (1/2) hour			
Premium Time per half (1/2) hour			

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ATTACHMENT 7: PHYSICAL COLLOCATION

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which Alltel will offer physical collocation to "CLEC ACRONYM TXT" as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 "CLEC ACRONYM TXT" shall be allowed to obtain dedicated space (the "Collocation Space") in Alltel's Wire Centers and to place equipment in such space to interconnect with Alltel's network.
 - 1.1.2 "CLEC ACRONYM TXT" shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes Alltel providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 "CLEC ACRONYM TXT" will disclose appropriate information about the equipment to be installed to allow Alltel to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When Alltel personnel are used, the related charges by Alltel shall be just, reasonable, and non-discriminatory.
- 1.7 If "CLEC ACRONYM TXT" chooses to physically collocate in premises which was initially prepared for virtual collocation, "CLEC ACRONYM TXT" may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case "CLEC ACRONYM TXT" shall coordinate the construction and rearrangement with Alltel of its equipment and circuits for which "CLEC ACRONYM TXT" shall pay Alltel at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Collocation Pricing shall apply.
- 1.8 "CLEC ACRONYM TXT" is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Alltel.
- 1.9 "CLEC ACRONYM TXT"'s collocated space will be separated from other CLEC's collocated space and Alltel space through cages constructed by Alltel or Alltel's contractors.
- 1.10 Once construction is complete for physical collocation and "CLEC ACRONYM TXT" has accepted its physical collocation space, "CLEC ACRONYM TXT" may order Cross-Connects.

- 1.11 If, at any time, Alltel reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of noncompliance to "CLEC ACRONYM TXT" along with an identification of the problem and recommendations for its solution. "CLEC ACRONYM TXT" will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If "CLEC ACRONYM TXT" fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, Alltel may have the equipment removed or the condition reasonably corrected at "CLEC ACRONYM TXT"'s expense.
- 1.12 During installation if Alltel determines "CLEC ACRONYM TXT" activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Alltel has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Alltel's employees, interfere with the performance of Alltel's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Alltel may perform such work and/or take reasonable action as is necessary to correct the condition at "CLEC ACRONYM TXT"'s sole expense.
- 1.13 Alltel may refuse "CLEC ACRONYM TXT"'s requests for additional space if "CLEC ACRONYM TXT" is in material breach of this Attachment, including having any past due charges hereunder.

2.0 Collocation Intervals

- 2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.
- 2.2 **Acknowledgment of Floor Space Availability**
- Within fifteen (15) business days of the receipt by Alltel from "CLEC ACRONYM TXT" of a Bona Fide Request for Collocation and the associated Application Fee, Alltel will notify "CLEC ACRONYM TXT" whether the sufficient floor space is available in the requested Wire Center to accommodate "CLEC ACRONYM TXT"'s request and provide floor plans necessary for use by an Alltel approved contractor.
- 2.3 **Buildout Quote Preparation.**
- Within thirty-five (35) business days of the receipt by Alltel from "CLEC ACRONYM TXT" of a Bona Fide Request for Collocation and the associated Application Fee, Alltel will provide "CLEC ACRONYM TXT" with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.
- 2.4 **Quote Acceptance**
- Within thirty (30) business days of the receipt by "CLEC ACRONYM TXT" of the Alltel quotation, "CLEC ACRONYM TXT" will accept or reject the Alltel proposed quotation. Acceptance shall require payment to Alltel of fifty percent (50%) of the non-recurring charges provided on the quotation.
- 2.5 **Completion of Cage Construction**
- Within seventy (70) business days of the acceptance of the quotation by "CLEC ACRONYM TXT", the construction of the necessary cage enclosure shall be completed. At this time, the leased

floor space will be available to "CLEC ACRONYM TXT" for installation of its collocated equipment.

- 2.6 Delays in Alltel's receipt of equipment or material required for physical collocation that are beyond Alltel's control shall not leave Alltel liable for any claims of delay by "CLEC ACRONYM TXT".
- 2.7 Alltel shall notify "CLEC ACRONYM TXT" that the Collocation Space is ready for occupancy. "CLEC ACRONYM TXT"'s operational telecommunications equipment must be placed and connected with Alltel's network within sixty (60) business days of such notice. If "CLEC ACRONYM TXT" fails to place operational telecommunications equipment in the Collocation Space within sixty (60) business days and such failure continues for a period of twenty (20) business days after receipt of written notice from Alltel, then and in that event "CLEC ACRONYM TXT"'s right to occupy the Collocation Space terminates and Alltel shall have no further obligations to "CLEC ACRONYM TXT" with respect to said Collocation Space. Termination of "CLEC ACRONYM TXT"'s rights to the Collocation Space pursuant to this Section shall not operate to release "CLEC ACRONYM TXT" from its obligations to reimburse Alltel for all cost reasonably incurred by Alltel in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, "CLEC ACRONYM TXT"'s telecommunications equipment will be deemed operational when cross-connected to Alltel's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

- 3.1 "CLEC ACRONYM TXT" may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to Alltel.
- 3.2 At the termination of a Collocation Space license by lapse of time or otherwise:
- 3.2.1 "CLEC ACRONYM TXT" shall surrender all keys, access cards and Alltel provided photo identification cards to the Collocation Space and the building to Alltel, and shall make known to Alltel the combination of all combination locks remaining on the Collocation Space.
- 3.2.2 "CLEC ACRONYM TXT", at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that "CLEC ACRONYM TXT" shall continue payment of monthly fees to Alltel until such date as "CLEC ACRONYM TXT" has fully vacated the Collocation Space.
- 3.2.2.1 If "CLEC ACRONYM TXT" fails to vacate the Collocation Space within thirty (30) days from the termination date, Alltel reserves the right to remove "CLEC ACRONYM TXT"'s equipment and other property of "CLEC ACRONYM TXT", with no liability for damage or injury to "CLEC ACRONYM TXT"'s property unless caused by the negligence or intentional misconduct of Alltel. All expenses shall be borne by "CLEC ACRONYM TXT".
- 3.2.3 "CLEC ACRONYM TXT" shall return to Alltel the Collocation Space and all equipment and fixtures of Alltel in as good a condition and state of repair as when "CLEC ACRONYM TXT" originally took possession, normal wear and tear or damage by fire or other casualty excepted. "CLEC ACRONYM TXT" shall be responsible to Alltel for the cost of any repairs that shall be made necessary by the acts or omissions of "CLEC ACRONYM TXT" or of its agents, employees, contractors, or business invitees. Alltel reserves the right to oversee "CLEC ACRONYM TXT"'s withdrawal from the

Collocation Space, and "CLEC ACRONYM TXT" agrees to comply with all directives of Alltel regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Alltel's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that "CLEC ACRONYM TXT" shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put "CLEC ACRONYM TXT" to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.

- 3.2.4 Prior to any termination or within thirty (30) days thereafter, "CLEC ACRONYM TXT" shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by "CLEC ACRONYM TXT", failing which Alltel may remove the same, and "CLEC ACRONYM TXT" shall, upon demand, pay to Alltel the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Alltel.
- 3.2.5 All fixtures, installations, and personal property belonging to "CLEC ACRONYM TXT" not removed from the Collocation Space upon termination of a Collocation Space license and not required by Alltel to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by "CLEC ACRONYM TXT" and title thereto shall pass to Alltel under this Attachment as if by bill of sale.
- 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, "CLEC ACRONYM TXT" shall indemnify Alltel against loss or liability resulting from delay by "CLEC ACRONYM TXT" in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 3.3 Should "CLEC ACRONYM TXT" default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the "CLEC ACRONYM TXT" is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Alltel may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel "CLEC ACRONYM TXT", remove "CLEC ACRONYM TXT" property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies Alltel might have. Alltel may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by "CLEC ACRONYM TXT" at any time thereafter.

4.0 Collocation Space

- 4.1 If Alltel determines it necessary for "CLEC ACRONYM TXT"'s Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another Alltel Wire Center, "CLEC ACRONYM TXT" is required to do so. "CLEC ACRONYM TXT" shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of Alltel, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in Alltel's sole judgment. Otherwise Alltel shall be responsible for any such preparation and costs.
- 4.2 If "CLEC ACRONYM TXT" requests the Collocation Space to be moved within the Building or to another Alltel Wire Center, Alltel shall permit "CLEC ACRONYM TXT" to relocate the Collocation Space, subject to the availability of space and associated requirements. "CLEC

ACRONYM TXT” shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.

- 4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the “Collocation Space” hereunder and the new Wire Center the “Building.”
- 4.4 Alltel agrees, at “CLEC ACRONYM TXT”’s sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by Alltel in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After “CLEC ACRONYM TXT” has made the initial payments required and the state regulatory approval is obtained for this attachment, Alltel agrees to pursue diligently the preparation of the Collocation Space for use by “CLEC ACRONYM TXT”.

5.0 Entrance Facilities and Demarcation Point

- 5.1 “CLEC ACRONYM TXT” will place its own entrance facilities for connection to the collocated equipment. Alltel will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. “CLEC ACRONYM TXT” will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. “CLEC ACRONYM TXT” will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to “CLEC ACRONYM TXT”’s equipment in the Collocation Space. “CLEC ACRONYM TXT” must contact Alltel for instructions prior to placing the entrance facility cable in the manhole. “CLEC ACRONYM TXT” is responsible for maintenance of the entrance facilities.
- 5.2 Alltel shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between “CLEC ACRONYM TXT”’s network and Alltel’s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between Alltel and “CLEC ACRONYM TXT” will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, “CLEC ACRONYM TXT” shall only use the Collocation Space for purposes of locating equipment and facilities within Alltel’s central offices to connect with Alltel services only. Consistent with the nature of the Building and the environment of the Collocation Space, “CLEC ACRONYM TXT” shall not use the Collocation Space for office, retail, or sales purposes. “CLEC ACRONYM TXT” shall place no signs or markings of any kind (except for a plaque or other identification affixed to “CLEC ACRONYM TXT”’s equipment and reasonably necessary to identify “CLEC ACRONYM TXT”’s equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 “CLEC ACRONYM TXT” is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by “CLEC ACRONYM TXT” in the Collocation Space.
- 6.3 From time to time Alltel may require access to the Collocation Space. Alltel retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Alltel will give

reasonable notice to "CLEC ACRONYM TXT" when access to the Collocation Space is required. "CLEC ACRONYM TXT" may elect to be present whenever Alltel performs work in the Collocation Space. The Parties agree that "CLEC ACRONYM TXT" will not bear any of the expense associated with this work.

6.4 "CLEC ACRONYM TXT" Access to "CLEC ACRONYM TXT"'s Collocation Space

"CLEC ACRONYM TXT" shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require "CLEC ACRONYM TXT" to traverse restricted areas. All employees, agents and contractors of "CLEC ACRONYM TXT" having access to the Collocation Space shall comply with Alltel's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Alltel which contains a current photo, the individual's name and company name/logo. "CLEC ACRONYM TXT" agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, "CLEC ACRONYM TXT" shall surrender the Collocation Space to Alltel in the same condition as when first occupied by "CLEC ACRONYM TXT" except for ordinary wear and tear.

6.5 "CLEC ACRONYM TXT" must submit an application listing all of "CLEC ACRONYM TXT"'s telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. "CLEC ACRONYM TXT" warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by Alltel, would be a material breach of this Attachment. "CLEC ACRONYM TXT" shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of Alltel.

6.6 In the event that subsequent to the execution of this Attachment "CLEC ACRONYM TXT" desires to place in the Collocation Space any equipment or facilities not set forth on the application, "CLEC ACRONYM TXT" shall furnish to Alltel a written list and description of the equipment or facilities. Alltel may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.

6.7 The foregoing imposes no obligation upon Alltel to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

6.8 "CLEC ACRONYM TXT" shall indicate its intent to proceed with equipment installation in an Alltel Central Office by submitting a Bona Fide Firm Order; Exhibit B attached hereto, to Alltel. A Bona Fide Firm Order requires "CLEC ACRONYM TXT" to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Bona Fide Firm Order must be received by Alltel no later than thirty (30) days after Alltel's response to "CLEC ACRONYM TXT"'s Application/Inquiry. Space preparation for the Collocation Space will not begin until Alltel receives the Bona Fide Firm Order and all applicable fees.

- 6.9 "CLEC ACRONYM TXT" shall bare all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by Alltel may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Alltel will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise "CLEC ACRONYM TXT" of delays. "CLEC ACRONYM TXT" agrees Alltel shall not be liable to "CLEC ACRONYM TXT" for delays in providing possession of the Collocation Space.
- 6.10 Pursuant to the terms contained in this Attachment, Alltel shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
- 6.11 "CLEC ACRONYM TXT" equipment or operating practices representing a significant demonstrable technical threat to Alltel's network or facilities, including the building, is strictly prohibited.
- 6.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of Alltel or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13 Alltel will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. Alltel will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, Alltel will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. Alltel will not make the physical connection within the local service provider's collocation node. Alltel will not accept any liability for the cable or the connections and Alltel will not maintain any records concerning these connections.
- 6.14 Subject to this Attachment, "CLEC ACRONYM TXT" may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by "CLEC ACRONYM TXT" in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by "CLEC ACRONYM TXT" at any time. "CLEC ACRONYM TXT" shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall "CLEC ACRONYM TXT" or any person purporting to be acting through or on behalf of "CLEC ACRONYM TXT" make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of Alltel. Alltel shall consider a modification, improvement, addition, repair, or other alteration requested by "CLEC ACRONYM TXT", provided that Alltel shall have the right to reject or modify any such request. "CLEC ACRONYM TXT" shall pay the cost of any such construction in accordance with Alltel's then-standard custom work order process.

7.0 Standards

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of "CLEC ACRONYM TXT" as of the Effective Date of this Attachment 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 Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of "CLEC ACRONYM TXT" concurrence. "CLEC ACRONYM TXT" shall strictly observe and abide by each.
- 7.2 "CLEC ACRONYM TXT" warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. "CLEC ACRONYM TXT" also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.
- 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of "CLEC ACRONYM TXT"

- 8.1 "CLEC ACRONYM TXT" is responsible for providing to Alltel personnel a contact number for "CLEC ACRONYM TXT" technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 8.2 "CLEC ACRONYM TXT" is responsible for providing trouble report status when requested by Alltel.
- 8.3 Regeneration of either DS1 or DS3 signal levels must be provided by "CLEC ACRONYM TXT", or Alltel under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. "CLEC ACRONYM TXT" must provide any regeneration caused by cross-office extension.
- 8.4 A vendor who has been approved as an Alltel certified vendor to perform all engineering and installation work must install all equipment. Alltel shall provide "CLEC ACRONYM TXT" with a list of certified vendors upon request. The certified vendor shall be responsible for installing "CLEC ACRONYM TXT"'s equipment and components, extending power cabling to the Alltel power distribution frame, performing operational tests after installation is complete and notifying Alltel's engineers and "CLEC ACRONYM TXT" upon successful completion of installation. The certified vendor shall bill "CLEC ACRONYM TXT" directly for all work performed for "CLEC ACRONYM TXT" pursuant to this Attachment and Alltel shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:

- 8.4.1 Entrance Facilities;
- 8.4.2 "CLEC ACRONYM TXT" Equipment;
- 8.4.3 Required Point of Termination Cross Connects;
- 8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;
- 8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

Alltel NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5 "CLEC ACRONYM TXT" is responsible for immediate verbal notification to Alltel of significant outages or operations problems which could impact or degrade Alltel's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6 "CLEC ACRONYM TXT" is responsible for coordinating with Alltel to ensure that services are installed in accordance with the service request.
- 8.7 "CLEC ACRONYM TXT" is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an "CLEC ACRONYM TXT" provided facility or piece of equipment. If Alltel testing is also required, it will be provided at charges specified in Alltel's F.C.C. Tariff No. 1.

9.0 Assignment

- 9.1 "CLEC ACRONYM TXT" shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of Alltel. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of Alltel. "CLEC ACRONYM TXT" shall not permit any third party to jointly occupy the Collocation Space. "CLEC ACRONYM TXT" acknowledges that this Attachment does not convey any right, title or interest in the Central Office to "CLEC ACRONYM TXT".

10.0 Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, Alltel shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, Alltel has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while "CLEC ACRONYM TXT" was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or Alltel opts not to rebuild, then this Attachment shall (upon notice to "CLEC ACRONYM TXT" within thirty (30) days following such occurrence) terminate as of the date of such damage.

- 10.2 Any obligation on the part of Alltel to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for "CLEC ACRONYM TXT" and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by "CLEC ACRONYM TXT" or by Alltel to the Collocation Space at the request of "CLEC ACRONYM TXT"; or any fixture or other equipment installed in the Collocation Space by "CLEC ACRONYM TXT" or by Alltel on request of "CLEC ACRONYM TXT".
- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in Alltel's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, Alltel, at its option, may terminate this Attachment by giving "CLEC ACRONYM TXT" ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 "CLEC ACRONYM TXT" acknowledges and understands that Alltel may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of "CLEC ACRONYM TXT"; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging "CLEC ACRONYM TXT" equipment and facilities. In addition to any other applicable limitation, Alltel shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or Alltel, and regardless of whether any claimed Alltel liability arises in tort or in contract. "CLEC ACRONYM TXT" shall save and hold Alltel harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of "CLEC ACRONYM TXT".

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 Alltel, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. "CLEC ACRONYM TXT" shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable Alltel tariffs.
- 12.2 Alltel will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for "CLEC ACRONYM TXT" equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, Alltel shall provide smoke/fire detection and any other building code requirements.
- 12.3 Alltel shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by "CLEC ACRONYM TXT" to access the Collocation Space.
- 12.4 Alltel agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.

- 12.5 Alltel will *not* provide “CLEC ACRONYM TXT” with *guaranteed parking*. “CLEC ACRONYM TXT” is required to park in public parking.
- 12.6 Where available without a security escort, Alltel shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for “CLEC ACRONYM TXT” personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, “CLEC ACRONYM TXT” shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

- 13.1 “CLEC ACRONYM TXT” and all persons acting through or on behalf of “CLEC ACRONYM TXT” shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

- 14.1 “CLEC ACRONYM TXT” shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following.

14.2 Application Fee

“CLEC ACRONYM TXT” shall submit to Alltel an Application fee to cover the work involved in developing a quotation for “CLEC ACRONYM TXT” for the total costs involved in its collocation request for one (1) Wire Center. “CLEC ACRONYM TXT” must pay the Application Fee to Alltel prior to Alltel beginning any collocation work for “CLEC ACRONYM TXT”. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

Alltel requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for “CLEC ACRONYM TXT” if “CLEC ACRONYM TXT” and Alltel jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, "CLEC ACRONYM TXT" shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which Alltel releases the Collocation Space for occupancy or on the date "CLEC ACRONYM TXT" first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to "CLEC ACRONYM TXT"'s collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the "CLEC ACRONYM TXT" collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever "CLEC ACRONYM TXT" or its approved agent desires access to the entrance manhole or must traverse a restricted area within Alltel's central office. Rates for a Alltel security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Collocation Pricing. A request resulting in the dispatch of an Alltel employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 **Insurance**

15.1 "CLEC ACRONYM TXT" shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and "CLEC ACRONYM TXT"'s insurance company's rating need not be higher than what Alltel requires of its own underwriters. So long as "CLEC ACRONYM TXT" has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Alltel shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) combined single limit per occurrence, naming Alltel as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars (\$10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

- 15.2.2 Umbrella/excess liability coverage in an amount of ten million dollars (\$10,000,000.00) excess of coverage specified in § 15.2.1 proceeding.
- 15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 15.2.3 “CLEC ACRONYM TXT” may elect to purchase business interruption and contingent business interruption insurance, having been advised that Alltel assumes no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.4 All risk property coverage on a full replacement cost basis insuring all of “CLEC ACRONYM TXT”’s personal property situated on or within Alltel location(s). “CLEC ACRONYM TXT” may also elect to purchase business interruption or contingent business interruption insurance, knowing that Alltel has no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.5 “CLEC ACRONYM TXT” may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 15.3 The limits set forth in § 15.2 above may be increased by Alltel from time to time during the term of the Attachment upon thirty (30) days notice to “CLEC ACRONYM TXT” to at least such minimum limits as shall then be customary with respect to comparable occupancy of Alltel structures.
- 15.4 All policies purchased by “CLEC ACRONYM TXT” shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Alltel.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to Alltel’s Central Office and shall remain in effect for the term of this Attachment or until all “CLEC ACRONYM TXT” property has been removed from Alltel’s Central Office, whichever period is longer. If “CLEC ACRONYM TXT” fails to maintain required coverage, Alltel may pay the premiums thereon and seek reimbursement of it from “CLEC ACRONYM TXT”.
- 15.6 “CLEC ACRONYM TXT” releases Alltel from and waives any and all right of recovery, claim, action or cause of action against Alltel, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to “CLEC ACRONYM TXT” or located on or in the space at the instance of “CLEC ACRONYM TXT” by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of Alltel, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on “CLEC ACRONYM TXT” fixtures and other personal property shall contain a waiver of subrogation against Alltel, and any rights of “CLEC ACRONYM TXT” against Alltel for damage to “CLEC ACRONYM TXT” fixtures or personal property are hereby waived. “CLEC ACRONYM TXT” may also elect to purchase business interruption and contingent business interruption insurance, knowing that Alltel has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 “CLEC ACRONYM TXT” shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. “CLEC ACRONYM TXT” shall arrange for Alltel to receive thirty (30) days advance written

notice from "CLEC ACRONYM TXT" insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

15.8 "CLEC ACRONYM TXT" must also conform to the recommendation(s) made by Alltel's insurance company.

15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 Alltel's Right of Way

16.1 Alltel, its agents, employees, and other Alltel-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by Alltel hereunder, and for any other purpose deemed reasonable by Alltel. Alltel may access the Collocation Space for purpose of averting any threat of harm imposed by "CLEC ACRONYM TXT" or its equipment or facilities upon the operation of Alltel equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ATTACHMENT 8: VIRTUAL COLLOCATION**1.0 Service Description**

- 1.1 This Attachment sets forth terms and conditions that provide "CLEC ACRONYM TXT" the capability to collocate customer provided transmission, concentration and multiplexing equipment at an Alltel wire center or other designated Alltel premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. "CLEC ACRONYM TXT" may terminate basic fiber optic transmission facilities at Alltel's premises for connection to their designated equipment or may lease facilities from Alltel. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of "CLEC ACRONYM TXT"'s network to Alltel's network at specific locations established in accordance with the terms of this Attachment (Alltel Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 Alltel Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by Alltel ("Locations"). "CLEC ACRONYM TXT" will install fiber optic cable up to an Alltel designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. "CLEC ACRONYM TXT" will provide Alltel sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). Alltel will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and "CLEC ACRONYM TXT" so desires, multiple entry points will be provided to "CLEC ACRONYM TXT".
- 1.3 Alltel Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.
- 1.4 General provisions, rates and charges applicable to all Alltel Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of Alltel Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by "CLEC ACRONYM TXT".
- 2.2 Title
 - 2.2.1 "CLEC ACRONYM TXT" agrees to sell to Alltel all the equipment and support structure components required to provision and maintain/repair Alltel Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
 - 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, Alltel agrees to sell to "CLEC ACRONYM TXT" for the sum of one dollar

- (\$1.00), all the equipment and support structure components which were sold to Alltel pursuant to §2.2.1 above.
- 2.2.3 This Agreement does not convey to "CLEC ACRONYM TXT" any right, title, or interest in Alltel facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of an Alltel Virtual Collocation arrangement.
- 2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. Alltel reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. "CLEC ACRONYM TXT" must provide a length of underground fiber optic cable in the entrance manhole specified by Alltel which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. "CLEC ACRONYM TXT" is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on "CLEC ACRONYM TXT"'s side of the IP. Before placing the fiber optic facility in the manhole, "CLEC ACRONYM TXT" will contact Alltel for instructions. "CLEC ACRONYM TXT" agrees to comply with the Alltel's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by Alltel.
- 2.4 Alltel will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which Alltel will install.
- 2.5 "CLEC ACRONYM TXT" must provide the fiber transmission equipment that Alltel will purchase and use pursuant to paragraph 2.1 preceding to provision the Alltel Virtual Collocation Service. "CLEC ACRONYM TXT" provided equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- 2.6 "CLEC ACRONYM TXT" is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. "CLEC ACRONYM TXT" must also specify all software options for the transmission equipment and associated plug-ins. In addition, "CLEC ACRONYM TXT" shall provide the following:
- 2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- 2.6.2 All unique tools and test equipment.
- 2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- 2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.
- 2.6.5 Fuse panel(s) with sufficient capacity for all Alltel Virtual Collocation transmission equipment.
- 2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).
- 2.7 Any equipment provided under §2.5 preceding shall be provided to Alltel in accordance with §2.1 preceding.

- 2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of "CLEC ACRONYM TXT". "CLEC ACRONYM TXT" will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.
- 2.9 If "CLEC ACRONYM TXT" desires Alltel to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable Alltel service tariff provisions.
- 2.10 Alltel will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 Alltel will work cooperatively with "CLEC ACRONYM TXT" to facilitate joint testing and maintenance/repair related activities.
- 2.12 "CLEC ACRONYM TXT" will be responsible for notifying Alltel of significant outages of any portion of its network, which could impact or degrade Alltel switches and services. "CLEC ACRONYM TXT" will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by "CLEC ACRONYM TXT" should be tested and isolated by "CLEC ACRONYM TXT" prior to reporting the trouble to Alltel.
- 2.14 Alltel or an Alltel-authorized vendor must perform all installation work performed on behalf of "CLEC ACRONYM TXT". Authorization procedures may be obtained from Alltel upon request.
- 2.15 Alltel will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to "CLEC ACRONYM TXT"'s designated equipment in the same standards and parameters required for Alltel equipment. "CLEC ACRONYM TXT" will provide Alltel with specifications for any non-standard or special requirements at the time of application. Alltel reserves the right to assess "CLEC ACRONYM TXT" any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

- 3.1 The following provisions address Alltel Virtual Collocation Service interconnections to the Alltel network and service prohibitions for Alltel Virtual Collocation Service:
 - 3.1.1 "CLEC ACRONYM TXT" will not have access to the Alltel buildings, except as provided in §3.1.2 following.
 - 3.1.2 An Alltel security escort will accompany "CLEC ACRONYM TXT" from the interconnection point outside of the Alltel Virtual Collocation location. The security escort will be provided at "CLEC ACRONYM TXT"'s expense in accordance with charges described in §13.0 following.
 - 3.1.3 An "CLEC ACRONYM TXT" will not interconnect at less than DS1/DS3 level high capacity services within the Premises
- 3.2 Alltel is not responsible for the design, engineering, or performance of "CLEC ACRONYM TXT"'s designated termination equipment and "CLEC ACRONYM TXT" provided facilities for Virtual Collocation Service.

- 3.3 Alltel is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a customer request.

4.0 Ordering Services

- 4.1 "CLEC ACRONYM TXT" shall complete and provide to Alltel a written application requesting an Alltel Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested Alltel Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- 4.2 Alltel will process applications for Alltel Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- 4.3 Alltel will accept letters of agency in conjunction with an application for Alltel Virtual Collocation.
- 4.4 Upon receipt of the application fee, Alltel will conduct the following design and planning activities:
- 4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - 4.4.2 Determination of requirements of the requested Alltel Virtual Collocation design.
 - 4.4.3 Administrative activities required to process the application.
- 4.5 Once Alltel has completed the design and planning activities, "CLEC ACRONYM TXT" will be informed of the floor space and power requirements. Within thirty (30) days Alltel will provide to "CLEC ACRONYM TXT" a list of vendors certified to perform equipment installations.
- 4.6 "CLEC ACRONYM TXT" shall have thirty (30) days from receipt of the information to place a firm order.
- 4.7 Alltel's engineering and other labor time associated with establishing and maintaining Alltel Virtual Collocation Service will be billed under the provisions of §10.0 following.
- 4.8 "CLEC ACRONYM TXT" agrees to meet with Alltel on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. "CLEC ACRONYM TXT" is responsible for ordering electronics. Alltel is responsible to provide installation within a thirty (30) day interval once Alltel has taken receipt of the electronics.

5.0 Service Activation

- 5.1 Alltel will notify "CLEC ACRONYM TXT" in writing upon completion of the installation work and prior to activating the Alltel Virtual Collocation arrangement.

- 5.2 Alltel will provide "CLEC ACRONYM TXT" with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., Alltel Virtual Collocation location, bay location, shelf, etc., at the time of installation.
- 5.3 Alltel will utilize existing test equipment, or "CLEC ACRONYM TXT" unique test equipment, for acceptance and repair in cooperation with "CLEC ACRONYM TXT".

6.0 Training

- 6.1 If "CLEC ACRONYM TXT" selects terminating transmission equipment hardware and/or software which is not currently in use in the Alltel location where Alltel Virtual Collocation will be provided, "CLEC ACRONYM TXT" will be responsible for payment of the charges as set forth in Appendix A following, for any necessary training for Alltel personnel needed to repair said equipment. Additionally, "CLEC ACRONYM TXT" will be responsible for payment of any applicable tuition fees associated with said training.
- 6.2 In the event that "CLEC ACRONYM TXT" does not provide the necessary training to enable Alltel personnel to repair said equipment, Alltel may call a certified vendor to make repairs of said equipment. "CLEC ACRONYM TXT" will reimburse Alltel for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

- 7.1 "CLEC ACRONYM TXT" shall call to schedule a time to enter the Alltel Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An Alltel security escort will accompany "CLEC ACRONYM TXT" during said inspections at the expense of "CLEC ACRONYM TXT". Security escort rates are as set forth in Exhibit A following.

8.0 Maintenance

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of "CLEC ACRONYM TXT". In an emergency, Alltel will use reasonable efforts to notify "CLEC ACRONYM TXT", but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, "CLEC ACRONYM TXT" must provide Alltel with the associated circuit identifications and specific location of the Alltel Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, "CLEC ACRONYM TXT" will be billed to "CLEC ACRONYM TXT" on a time and material basis. No charges will be assessed to "CLEC ACRONYM TXT" for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of Alltel or from incidental damage resulting from Alltel activities. "CLEC ACRONYM TXT" is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.
- 8.2 All maintenance/repair on Alltel Virtual Collocation terminating transmission equipment will be performed by Alltel.

9.0 Insurance and Liability Requirements

- 9.1 Risk of loss with respect to the collocation equipment shall remain with "CLEC ACRONYM TXT" throughout the term of this Agreement, and "CLEC ACRONYM TXT" shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate "CLEC ACRONYM TXT" in the event of loss or damage to the equipment. "CLEC ACRONYM TXT" shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

- 10.1 Alltel Virtual Collocation Service rates and charges are described below. Rates and charges for each element are specified in Appendix A attached hereto and pursuant to the following.
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with "CLEC ACRONYM TXT"'s application for Alltel Virtual Collocation Service. The first-come, first-served policy of processing applications for Alltel Virtual Collocation arrangements will be determined based upon the order of receipt of applications for Alltel Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested Alltel Virtual Collocation design. An Application Fee is required with each Alltel Virtual Collocation arrangement application submitted per location. If more than one Alltel Virtual Collocation arrangement is ordered at the same location on the initial Alltel Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.
- 10.3 The Cable Installation Charge applies for each Alltel Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the Alltel Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to Alltel commencing work on the Alltel Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent Alltel Virtual Collocation arrangement orders within the same location for "CLEC ACRONYM TXT" if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent Alltel Virtual Collocation Service.
- 10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.
- 10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to "CLEC ACRONYM TXT"'s designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.
- 10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module.
- 10.7 The engineering/installation charge is associated with work performed by Alltel to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.

- 10.8 A security escort is provided to "CLEC ACRONYM TXT" whenever "CLEC ACRONYM TXT", or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of an Alltel employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.
- 10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the Alltel location no training charges are applicable. When "CLEC ACRONYM TXT" equipment (hardware and/or software) is not identical to that already in use in the Alltel location, charges as set forth in Appendix A are applicable.

Exhibit A:

Collocation Pricing

Pricing has been requested from Alltel's cost department.

Exhibit B

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Local Service Provider
DATE

ATTACHMENT 9: DIRECTORIES

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

1.0 Introduction

- 1.1 Alltel obtains the publication of White Pages and Yellow Pages directories (Alltel Directories) for geographic areas in which "CLEC ACRONYM TXT" may also provide local exchange telephone service, and "CLEC ACRONYM TXT" wishes to include listing information for its customers in the appropriate Alltel Directories.
- 1.2 Alltel will include "CLEC ACRONYM TXT"'s customer listings in the appropriate Alltel White Pages directory in accordance with § 2.0 Resale and § 3.0 Other, as specified in this Attachment. The Parties agree that § 2.0 Resale shall be applicable to customers which "CLEC ACRONYM TXT" serves through a Resale Agreement, and § 3.0 Other relates to all other customers served by "CLEC ACRONYM TXT".
- 1.3 Any references in this Attachment to Alltel procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Alltel's contractors that produce directories on its behalf.
- 1.4 A service order processing charge (Service Order Charge) will be applied to each service order issued by "CLEC ACRONYM TXT" for Alltel to process a directory listing request or change to an existing directory listing.

2.0 Service Provided - Resale

- 2.1 Alltel will include in appropriate White Pages directories the primary alphabetical listings of all "CLEC ACRONYM TXT" customers (other than non-published or non-list Customers) located within the local directory area.
- 2.2 "CLEC ACRONYM TXT" will furnish to Alltel subscriber listing information pertaining to "CLEC ACRONYM TXT" customers located within the Alltel local directory area, along with such additional information as Alltel may require to prepare and print the alphabetical listings of said directory.
- 2.3 Alltel will include the listing information for "CLEC ACRONYM TXT"'s customer for Resale Services in Alltel's White Pages directory database in the same manner as it includes listing information for Alltel's end user customers.
- 2.4 Alltel will provide "CLEC ACRONYM TXT" with format requirements and procedures for submitting directory listings and directory updates.
- 2.5 "CLEC ACRONYM TXT" may purchase Enhanced White Pages listings for residential customers on a per listing basis, and will pay Alltel amounts attributable to such Enhanced Listings used by its customers.
- 2.6 "CLEC ACRONYM TXT"'s subscriber listings will be inter-filed (interspersed) with Alltel's and other local service provider's subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another local service provider.

Local Service Provider
DATE

- 2.7 Alltel will deliver White Pages directories to "CLEC ACRONYM TXT" customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be on the same terms that Alltel delivers White Pages directories to its own end users.
- 2.8 Alltel will distribute any subsequent directories in accordance with the same practices and procedures used by Alltel.
- 2.9 At its option, "CLEC ACRONYM TXT" may purchase information pages (Customer Guide Pages) in the informational section of the Alltel White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than Alltel information pages. Sixty (60) days prior to the directory close date, "CLEC ACRONYM TXT" will provide to Alltel the information page(s) in camera ready format. Alltel will have the right to approve or reject the format and content of such information page(s) and, with "CLEC ACRONYM TXT"'s agreement, Alltel may, but is not required to, revise the format and content of such information page(s).
- 2.10 Alltel will include "CLEC ACRONYM TXT" specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to "CLEC ACRONYM TXT" on such page will be 1/8th page in size. In order to have such information published, "CLEC ACRONYM TXT" will provide Alltel, sixty (60) days prior to the directory close date, with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. "CLEC ACRONYM TXT" will be limited to a maximum of 1/8th of a page in any single edition of an Alltel White Pages directory.
- 2.11 The Parties shall cooperate so that Yellow Page advertisements purchased by customers who switch to "CLEC ACRONYM TXT" as their local service provider (including customers utilizing "CLEC ACRONYM TXT"-assigned telephone numbers and "CLEC ACRONYM TXT" customers utilizing local number portability (LNP)) are provided in accordance with standard Alltel practices. Yellow Page services will be offered to "CLEC ACRONYM TXT"'s customers on the same basis that they are offered to Alltel's customers. Such services will be provided through Alltel's yellow pages affiliate, its agent or assignee.

3.0 Service Provided - Other

- 3.1 Alltel will include in appropriate White Pages directories the primary alphabetical listings of all "CLEC ACRONYM TXT" end users located within the local directory scope.
- 3.2 At no charge to "CLEC ACRONYM TXT", Alltel agrees to include one basic White Pages listing for each "CLEC ACRONYM TXT" customer located within the geographic scope of its White Page Directories, and a courtesy Yellow Page listing for each "CLEC ACRONYM TXT" business customer located within the geographical scope of its Yellow Page directories.
- 3.2.1 A basic White Page listing is defined as a customer name, address, and either the "CLEC ACRONYM TXT" assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of "CLEC ACRONYM TXT" customers will be inter-filed with listings of Alltel and other LEC customers.

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

customers utilizing LNP) are provided in accordance with standard Alltel practices. Yellow Page services will be offered to "CLEC ACRONYM TXT"'s customers on the same basis that they are offered to Alltel's customers. Such services will be provided through Alltel's yellow pages affiliate, its agent or assignee.

4.0 Limitation of Liability and Indemnification

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

5.0 Pricing

- 5.1 Prices for White Pages services are as contained on Exhibit A: Directories Price List, attached hereto and incorporated herein.

EXHIBIT A: DIRECTORIES PRICE LIST

Price Per White Page listing: \$3.00

Price Per Single Sided Informational Page:

6x9

1 additional information page	\$475.00
2 additional information pages	\$750.00

9x11

1 additional information page	\$1,225.00
2 additional information pages	\$1,440.00

Price Per Book Copy Ordered after Initial Order: (See Below)

DIR ST CODE	DIRECTORY NAME	WHOLESALE PRICE	RETAIL PRICE	SUBCODE
AL 1364	Eelectic	10.95	16.43	623
AL 1634	Leeds	10.85	16.28	625
AR 4195	Crossett	9.25	13.88	101
AR 4267	Elaine	9.25	13.88	102
AR 4270	Elkins	12.65	18.98	103
AR 4313	Fordyce	9.25	13.88	104
AR 4221	Glenwood Regional	14.10	21.15	105
AR 4360	Greenbrier	10.70	16.05	106
AR 4382	Harrison Regional	14.25	21.38	107
AR 4658	Mulberry	9.25	13.88	108
AR 4725	Perryville	7.35	11.03	495
AR 4897	Tuckerman	9.25	13.88	109
FL 12365	Alachua	13.80	20.70	614
FL 12113	Callahan	11.00	16.50	611
FL 12142	Citra	12.70	19.05	612
FL 12342	Hastings	11.65	17.48	613
FL 12526	Live Oak	11.00	16.50	615
GA 13030	Adel	6.95	10.43	629
GA 13580	Canton	10.30	15.45	630
GA 14010	Dalton	9.70	14.55	632
GA 14070	Douglas	6.55	9.83	634
GA 14230	Fitzgerald	7.45	11.18	635
GA 14250	Folkston	6.40	9.60	713
GA 14320	Glennville	6.70	10.05	714
GA 13520	Grady	11.60	17.40	617
GA 13820	Greater Jackson	11.00	16.50	618
GA 13800	Greater Madison	15.10	22.65	624
GA 13710	Greater Rabun County	6.70	10.05	711
GA 15610	Greater Stephens	7.90	11.85	646
GA 13880	Habersham, White & Surr	20.90	31.35	386
GA 14560	Homerville	6.10	9.15	716
GA 14600	Jasper/Ellijay	6.35	9.53	636

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GA	13350	Lower-Chattahoochee-Valley	18.45	27.68	480
GA	14880	Manchester	5.80	8.70	637
GA	14940	McRae	5.70	8.55	638
GA	14980	Milledgeville	6.70	10.05	639
GA	15030	Monroe	6.60	9.90	640
GA	15070	Moultrie	6.25	9.38	641
GA	14680	Northwest	7.75	11.63	717
GA	13510	Perry-Regional	15.85	23.78	616
GA	15150	Quitman	5.90	8.85	643
GA	13940	Southwest-Georgia	10.90	16.35	631
GA	15390	Springfield	6.85	10.28	720
GA	15430	Summerville	5.90	8.85	644
GA	15470	Sylvania	8.70	13.05	721
GA	15520	Thomas-County	6.50	9.75	645
GA	15530	Thomaston	6.50	9.75	722
GA	15850	Winder	7.90	11.85	647
KY	29886	Shepherdsville	12.55	18.83	110
MS	39302	Florence	13.25	19.88	619
MO	40012	Albany/Gallatin	11.50	17.25	129
MO	40136	Bolivar	18.20	27.30	128
MO	40522	Dixon	8.95	13.43	111
MO	40538	Doniphan	9.25	13.88	112
MO	41055	Liberal	9.25	13.88	113
MO	41145	Madison	9.25	13.88	114
MO	41243	Milan/Mendon	9.25	13.88	115
MO	41564	Purdy	9.03	13.55	117
MO	41802	Silex/Vandalia	10.52	15.78	127
MO	41852	Stover	9.25	13.88	118
NY	52371	Fulton/Surburban-Syracuse	15.15	22.73	701
NY	50734	Jamestown/Warren	11.65	17.48	702
NY	51282	Munnsville	12.15	18.23	703
NY	52140	Shortsville	11.45	17.18	704
NY	52652	West-Winfield	13.10	19.65	705
NC	53002	Aberdeen/Pinebluff	10.20	15.30	607
NC	54746	Anson-&Union-Counties	10.10	15.15	609
NC	53315	Denton	14.65	21.98	601
NC	53526	Granite-Quarry	12.95	19.43	602
NC	53802	Laurel-Hill	12.95	19.43	603
NC	54024	Matthews	16.85	25.28	604
NC	54098	Mooresville	13.20	19.80	605
NC	54265	Norwood	11.60	17.40	606
NC	54945	Old-Town	16.90	25.35	610
NC	54449	Sanford	15.60	23.40	628
NC	54727	Fryon	12.75	19.13	608
OH	56112	Ashtabula-County	16.60	24.90	408
OH	56711	Coolville	10.75	16.13	410
OH	56753	Covington	9.75	14.63	401
OH	56854	Delta	9.75	14.63	402
OH	56938	Elyria	16.95	25.43	407
OH	56514	Geauga-County-&Vicinity	16.60	24.90	409

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OH	57394	Hopedale	11.75	17.63	411
OH	57485	Kenton	8.35	12.53	403
OH	58044	Newark	14.55	21.83	404
OH	58265	Paulding	10.55	15.83	405
OH	58370	Quaker City	12.15	18.23	413
OH	58435	St. Paris	12.60	18.90	406
OH	57403	Western Reserve Area	20.30	30.45	412
OK	60481	Burns Flat	9.40	14.10	120
OK	59866	Kiowa	9.40	14.10	121
OK	60281	LeFlore County	10.35	15.53	125
OK	60514	Stilwell	9.40	14.10	126
OK	60646	Velma	9.40	14.10	122
PA	62010	Albion	10.15	15.23	801
PA	63335	Apollo/Leechburg	12.55	18.83	304
PA	62388	Brookville & Vicinity	9.35	14.03	802
PA	64120	Cameron & Elk	12.90	19.35	308
PA	62605	Coalport/Glasgow	10.15	15.23	302
PA	62926	Enon Valley	10.65	15.98	804
PA	63265	Jamestown /Westford	11.75	17.63	303
PA	62047	Kittanning	12.55	18.83	301
PA	63359	Knox & Vicinity	9.95	14.93	805
PA	63417	Lansford	10.25	15.38	305
PA	63620	Meadville	13.25	19.88	306
PA	63721	Muncy	13.00	19.50	307
PA	62981	Murrysville	13.80	20.70	818
PA	63777	New Bethlehem-Sligo	6.90	10.35	131
PA	64138	Rimersburg/Callensburg	9.90	14.85	808
PA	64267	Sheffield	10.15	15.23	809
PA	64591	Warriors Mark	11.85	17.78	810
PA	64637	Waynesburg	13.25	19.88	309
SC	66445	Inman	11.90	17.85	622
SC	66454	Kershaw	10.85	16.28	621
SC	66538	Lexington	15.55	23.33	620
SC	66730	St. Matthews	12.95	19.43	627
TX	69118	Anahuac	9.35	14.03	201
TX	69980	Coolidge	7.45	11.18	490
TX	70662	Garrison	6.65	9.98	868
TX	70820	Grandview	9.15	13.73	207
TX	72142	Nocona	9.35	14.03	124
TX	72436	Plains	9.35	14.03	209
TX	73192	Sweeny	6.20	9.30	864
TX	73164	West Suburban Houston	13.60	20.40	862

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ATTACHMENT 10: INTENTIONALLY LEFT BLANK

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ATTACHMENT 11: INTENTIONALLY LEFT BLANK

ATTACHMENT 12: INTERCARRIER COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as ~~Local Traffic~~Section 251(b)(5) Local Traffic, ISP-Bound Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic. ~~The Parties agree~~ that, notwithstanding the classification of traffic by "CLEC ACRONYM TXT" with respect to its end users the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Alltel to "CLEC ACRONYM TXT" as local Resale Services.
- 1.2 Calls originated by "CLEC ACRONYM TXT"'s end users and terminated to Alltel's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Alltel Exchange; or (ii) originates and terminates within different Alltel Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Alltel tariffs. Internet Service Provider traffic is not included in the compensation of local traffic.
- 1.3 Traffic, other than ISP Bound Traffic and Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.
- 1.4 The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed either interstate or intrastate (depending on the end points of the call) terminating charges at the rates provided in the terminating Party's access tariff.
- 1.5 By entering into this Agreement, both Parties expressly reserve the right to advocate their respective positions before state and/or federal regulatory bodies, whether in complaint dockets, arbitrations under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice Over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.
- 1.6 The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with Section 1.5. At such time as a Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order.~~1.4 A Party will notify the other of the date when its first commercial call is terminated to the other Party pursuant to this Attachment.~~

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) or Automatic Number Identification (ANI) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN. Why does Core want to include ANI? ANI is used in outdated MF signaling.

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- 2.3 Neither Party shall strip, modify or alter any of the data signaling or billing information provided to the other Party.
- 2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.5 All calls exchanged without CPN or ANI will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN or ANI is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN or ANI, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic Alltel will not agree to delete this language. Other carriers may adopt this agreement. If the traffic is balanced, there's no need for the exchange of bills. This should cause no harm to Core. 2/15/06

- ~~3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.~~
- ~~3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.~~
- ~~3.3 Upon data submitted by one of the Parties, and agreed to by the other Party, supporting the level of traffic exchanged between the Parties is out of balance using a ratio of 60%/40% for three (3) consecutive months (one Party originates 60% or more of the traffic exchanged), the parties agree to a reciprocal compensation minute of use rate of [\$ ———].~~
- 3.4 Any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered local traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e. the end-to-end points of the call) shall not be compensated as local.

3.0 Reciprocal Compensation for Section 251(b)(5) Local Traffic Alltel is continuing to review. It appears that Core is proposing one rate for all traffic. 2/15/06

The Party originating Section 251(b)(5) Local Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) Local of the Act at the equal and symmetrical rates stated in the Pricing Attachment.

4.0 Inter-carrier Compensation for ISP-Bound Traffic

Compensation for ISP-Bound Traffic shall be governed by the FCC's ISP Remand Order and ISP Forbearance Order. To the extent the ISP Remand Order is overturned or otherwise found to be inapplicable, and to the extent ***RLEC Acronym TXT*** does not elect to exchange all Section 251(b)(5) Local traffic at the ISP Remand Order rates (as set forth in paragraph 89 of the ISP Remand Order) ISP-Bound Traffic shall be treated the same as Section 251(b)(5) Local Traffic for compensation purposes. Sections above are being reviewed by Alltel's legal dept.

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4.0 Reciprocal-Intercarrier Compensation for Termination of IntraLATA Interexchange Traffic

- 4.1 Compensation for termination of intrastate intraLATA interexchange service traffic will be at the applicable terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of interstate intraLATA ~~intercompany-intercarrier (?)~~ traffic will be at the applicable terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in the relevant Party's interstate access service tariff. Should say intercarrier – CLOSED 2/15/06
- 4.2 In the event that "CLEC ACRONYM TXT" does not have a filed intraLATA Interexchange tariff for access service, "CLEC ACRONYM TXT" agrees to utilize rates that do not exceed Alltel's tariffed access rates.

5.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic 251(b)(5) Local Traffic

- 5.1 ~~Measuring and billing procedures are specified in §§7.2-7.6 of this Attachment.~~
- 5.2 With respect to those Exchanges where "CLEC ACRONYM TXT" intends to provide Local Exchange Service, "CLEC ACRONYM TXT" will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as "CLEC ACRONYM TXT" requests Alltel to establish interconnection to enable "CLEC ACRONYM TXT" to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as "CLEC ACRONYM TXT" requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points. Alltel will not delete. The NXX code is used to determine jurisdiction.
- 5.3 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, §8.0.

6.0 Alternate Billed Traffic

- 6.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU-provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.
- 6.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.
- 6.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

- 6.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 6.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting the to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual agreement of the Parties.

7.0 Issuance of Bills

- 7.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.

ATTACHMENT 13: NUMBERING

1.0 Numbering

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

2.0 NXX Migration

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

ATTACHMENT 14: NUMBER PORTABILITY Alltel will not agree to changes. This Attachment establishes the process. FCC rules will not establish the actual process.

1.0 Service Provider Number Portability (SPNP)

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

1.1 The FCC First Report and Order in CC Docket 95-116 requires "...all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined "...to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which Alltel Will Provide SPNP

2.1 Alltel will not offer SPNP services for NXX codes 555, 976, 950.

2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection, pursuant to Attachment 4 *Network Interconnection Architecture*, between and among involved switches and exchanges.

2.3 Alltel will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.

2.4 An SPNP telephone number may be assigned by "CLEC ACRONYM TXT" only to "CLEC ACRONYM TXT"'s customers located within Alltel's rate center, which is associated with the NXX of the ported number.

2.5 Alltel will deploy SPNP at a location within six (6) months after receipt of a Dona Fide Request from "CLEC ACRONYM TXT" as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.

2.6 "CLEC ACRONYM TXT" shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.

2.7 If "CLEC ACRONYM TXT" requests a coordinated cutover the charges contained in Exhibit A Price List will be applied.

2.8 If "CLEC ACRONYM TXT" cancels a conversion of an end user, "CLEC ACRONYM TXT" will notify Alltel of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. If "CLEC ACRONYM TXT" notifies Alltel of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), "CLEC ACRONYM TXT"

will pay the applicable time and material charge contained in Exhibit A Price List. In the event of a Late Notice, Alltel does not guarantee that service disruption will not occur to the end user.

2.9 If "CLEC ACRONYM TXT" cancels or makes a change to an LSR due date, the original LSR will be cancelled, "CLEC ACRONYM TXT" will issue a new LSR and "CLEC ACRONYM TXT" shall be charged an additional Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.

3.0 Obligations of "CLEC ACRONYM TXT"

3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.

3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.

3.3 After the initial deployment of SPNP in an MSA, if "CLEC ACRONYM TXT" wants an Alltel switch to become LRN capable, "CLEC ACRONYM TXT" must submit a Bona Fide request as provided in §6.0. Alltel will make requested switch LRN capable within the time frame required by the FCC.

3.4 "CLEC ACRONYM TXT" will conform to NANC guidelines and LERG administration rules in requesting Alltel to open an NPA-NXX for portability in an LRN capable switch.

3.5 "CLEC ACRONYM TXT" is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

3.6 "CLEC ACRONYM TXT" is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

3.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by Alltel to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this section.

4.0 Obligations of Both Parties

4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.

4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.

4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.

4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

- 5.1 Telephone numbers will be ported only within Alltel rate centers as approved by the State Commission.
- 5.2 Alltel and "CLEC ACRONYM TXT" porting rate center areas must comprise identical geographic locations and have common boundaries.
- 5.3 Telephone numbers associated with Alltel Official Communications Services (OCS) NXXs will not be ported.
- 5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

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

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for "CLEC ACRONYM TXT" to request that SPNP be deployed in Alltel exchanges that are not then capable of LRN query service.
- 6.2 "CLEC ACRONYM TXT" may request that SPNP be deployed by Alltel in switches located in the MSAs. Alltel will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch.
- 6.3A BFR with respect to opening an Alltel switch for SPNP must be made in the form of a letter from "CLEC ACRONYM TXT" to:

_____ Alltel
_____ Attn: Interconnection Services
_____ 1 Allied Drive
_____ Little Rock, AR 72202

- 6.4 The BFR must specify the following:
 - 6.4.1 The MSA in which requested switch(es) are located.
 - 6.4.2 Alltel switch(es), by CLLI codes, which are being requested to become SPNP capable.
 - 6.4.3 Specific, resident NXX codes requested to open in each Alltel switch on the BFR.
 - 6.4.4 The date when SPNP capability is requested for each Alltel switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines.
 - 6.4.5 CLLI and NXXs of "CLEC ACRONYM TXT" switches serving the exchanges associated with the relevant Alltel switches.

Local Service Provider
DATE

ATTACHMENT 15: INTENTIONALLY LEFT BLANK

ATTACHMENT 16: INTENTIONALLY LEFT BLANK

ATTACHMENT 17: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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ATTACHMENT 18: PERFORMANCE MEASURES

1.0 General

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

2.0 Interconnection

2.1 Trunk Provisioning Intervals

2.1.1 Access Service Request (ASR)

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

2.1.2 Firm Order Confirmation (FOC)

An FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

2.1.3 Performance Expectation

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

2.2 Trunking Grade of Service

2.2.1 Exchange Access (IXC Toll Traffic)

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

2.2.2 All Other

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

2.2.3 Performance Expectation

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

2.3 Trunk Service Restoration

2.3.1 Service Affecting

Service affecting trunk service trouble will be responded to at parity with the performance Alltel provides itself for like service(s). Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 Non Service Affecting

Non service affecting trouble will be responded to at parity with the performance Alltel provides itself for like service(s).

2.3.3 Performance Expectation

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

3.0 Maintenance Intervals

3.1. Service Affecting

Service affecting maintenance trouble will be responded to at parity with the performance Alltel provides itself for like service(s).

3.2 Non Service Affecting

Non service affecting trouble will be responded to at parity with the performance Alltel provides itself for like service(s).

3.3 Performance Expectation

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

4.0 Local Service Provisioning Intervals

4.1 Local Service Request (LSR)

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

4.2 Local Service Request Confirmation (LSCN)

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

4.3 Performance Expectation

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, Alltel's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days..

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

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

ATTACHMENT 20: DEFINITIONS

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

"Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Alltel and "CLEC ACRONYM TXT" for local interconnection.

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

"Alltel" has the meaning set forth in the preamble.

"Ancillary Services" are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable) and Directory Services.

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

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

"Automatic Number Identification" is the provision of calling party number information over interconnection trunks using multi-frequency ("MF") signaling. Why ANI? MF is outdated. CORE – DON'T USE TRADITIONAL VOICE/SS7, CORE'S PREFERENCE 2/20/06

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

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

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

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

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

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

Local Service Provider
DATE

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

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

"**Discloser**" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

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

"**Effective Date**" is the date indicated in the Preface on which the Agreement shall become effective.

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

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

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

"**Exchange**" is the geographic territory delineated as an exchange area for Alltel by official commission boundary maps.

"**Exchange Access**" is defined in the Act.

~~"**Exchange Services**" are two-way switched voice grade telecommunications services with access to the public switched network with originate and terminate within an exchange. Alltel will not delete.~~

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

"**ICB**" means individual case basis.

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

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

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

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

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

Local Service Provider
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"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary, traffic for which the calling originating pParty's NPA-NXX End User and the called terminating pParty's NPA-NXX End User are associated with different local calling areas as defined in the terminating Party's applicable tariffs set forth in applicable local exchange tariffs. Alltel proposed change 2/15/06

"Interconnection Point" or "IP" is the point of demarcation at a technically feasible point within Alltel's interconnected network within the LATA, as specified in Attachment 4 Section 2.1.1, where the networks of Alltel and "CLEC ACRONYM TXT" interconnect for the exchange of traffic. Alltel will not agree to deletion.

"ISP-Bound Traffic" means dial-up modem traffic destined for a commercial provider of internet access. Alltel OK - Closed

"ISP Forbearance Order" means the Federal Communications Commission's Order in WC Docket No. 03-171, released on October 18, 2004. Alltel OK - Closed

"ISP Remand Order" means the Federal Communications Commission's Order on Remand & Report and Order in CC Docket Nos. 96-98 & 99-98, released on April 27, 2001. Alltel OK - Closed

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

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

"Local Service Provider" or "'CLEC ACRONYM TXT'" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect services provided under this agreement.

"911 Service" means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

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

"Parties," means Alltel and "CLEC ACRONYM TXT" collectively.

"Party" means either Alltel or "CLEC ACRONYM TXT" as applicable.

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

"Percent Interstate Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU. Alltel will not agree. Why is this deleted? CORE REVIEWING 2/20/06

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

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

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~~“Section 251(b)(5) Traffic means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, or exchange services for such access (see FCC Order on Remand, 34, 36, 39, 42-43); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Local is defined in Att 12~~

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

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

"Telecommunications" has the meanings given in the Act.

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

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

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

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

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DATE

ATTACHMENT 21: ACRONYMS

Alltel	Alltel
AMA	Automated Message Accounting
ASR	Access Service Request
BAN	Billing Account Number
BFR	Bona Fide Request
BRADS	Bellcore Rating Administrative Data Systems
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
"CLEC ACRONYM TXT"	Local Service Provider
LSR	Local Service Request
MSA	Metropolitan Statistical Area
MTP	Message Transfer Part
MTS	Message Telephone Service
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
RDBS	Routing Data Base Systems
SLC	Subscriber Line Charge

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SONET	Synchronous Optical Network
SPNP	Service Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part

PRICING ATTACHMENT

1. General

~~1.1. As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.~~

~~1.2. Charges for Services shall be as stated in Appendix A of this Pricing Attachment.~~

2. Regulatory Review of Prices

~~Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).~~

Alltel is not Verizon

APPENDIX A TO THE PRICING ATTACHMENT

CORE COMMUNICATIONS, INC. and *RLEC Acronym TXT*****

V1.4

A. INTERCONNECTION¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
<u>I. Reciprocal Compensation Traffic Termination</u>		
<u>Reciprocal Compensation Traffic End Office Rate</u>	<u>\$.001723/MOU To be determined</u>	<u>Not Applicable</u>
<u>Reciprocal Compensation Traffic Tandem Rate</u>	<u>\$.002814/MOU To be determined</u>	<u>Not Applicable</u>
<u>These rates are per Alltel's applicable tariff. We are not Verizon and will not provide Verizon's rates.</u>		
<u>II. Entrance Facilities and Transport for Interconnection</u>		
<u>Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection</u>		
<u>DS-1 Entrance Facility</u>	<u>\$155.68/Month</u>	<u>Installation— Initial: \$676.43 Additional: \$335.87</u>
<u>DS-3 Entrance Facility</u>	<u>\$975.90/Month</u>	<u>Installation— Initial: \$676.43 Additional: \$335.87</u>

¹ ~~All rates and charges specified herein: (1) pertain to services provided pursuant to the Interconnection Attachment; (2) are based on the current PAPUC rates applicable to Verizon Pennsylvania, Inc.'s wholesale/CLEC offerings; and (3) shall change from time to time to reflect changes directed by the PAPUC. Each rate or charge shall apply on a reciprocal basis to services provided by either party to the other party.~~

Local Service Provider
DATE

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Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Exchange Access Service Alltel OK		
<u>Interstate</u>	<u>Per Parties' respective FCC exchange access Tariffs.</u>	
<u>Intrastate</u>	<u>Per Parties' respective PAPUC exchange access Tariff.</u>	
IV. End Point Fiber Meet	<u>TBD</u>	
<u>Alltel is not a transit provider. Alltel is not Verizon.</u>		<u>Separate trunks required for IXC subtending trunks</u>
<u>V. Tandem Transit arrangements for Reciprocal Compensation Traffic between ***CLEC Acronym TXT*** and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies. Separate trunks required for IXC subtending trunks)</u>		
<u>Tandem Transit Switching</u>	<u>\$.000795/MOU</u>	<u>Not Applicable</u>
<u>Tandem Switched Transport</u>	<u>\$.000144/MOU</u>	<u>Not Applicable</u>
	<u>\$.000003/MOU/Mile</u>	

Local:Service Provider
DATE

APPENDIX A — Billing Dispute Form Alltel will not delete this form. It is an OBF standard form and Alltel provides an OBF standard bill.

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Address:		
3. Billing Contact Name:		4. Billing Contact Phone:		
5. Billing Contact Fax #:		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Address:		
9. Disputing Contact Name:		10. Disputing Contact Phone:		
11. Disputing Contact Fax #:		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim:		14. Status:	15. Claim/Audit Number:	
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason	25. Dispute Desc:	
26. Disputed Amount: \$			29. Dispute Bill Date From:	
Dispute Information Section:				
20. Rate Element/USOC:		36. Jurisdiction	21. Rate: Billed: Correct	
Factor Information:		<input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/>	37. Mileage: Billed Correct	
32. PIU: Billed Correct	33. PLU: Billed Correct	34. BIP: Billed Correct	38. Contract Name/#:	
			39. Business/Residence Indicator:	
			40. State:	
Facilities/Dedicated Circuit Dispute Information Section:				

Local Service Provider
DATE

42. PON: 43 SON: 44. EC Circuit ID:	48. TN/All: 49. Point Code: 50. USOC Quantity:
52 Facilities From Date: Thru Date:	

Local Service Provider
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	58. Query:	59. Query Type:
60. OC&C SON:	61. OC&C PON:	
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:		
OTHER		
Resolution Information Section:		
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: \$	
79. Resolution remarks:		

Local Service Provider
DATE

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of April, 2006, served a true and correct copy of the Response of Alltel Pennsylvania, Inc. to the Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

Michael A. Gruin, Esquire
Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101

Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

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

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Vikki Moore

Vikki Moore, Secretary
for Patricia Armstrong
THOMAS, THOMAS, ARMSTRONG & NIESE
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500

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PA PUC
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