

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: ALJ
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310922 F7004
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 03/30/06
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: ALLTELL PENNSYLVANIA, INC.

RESPONDENT/APPLICANT: CORE COMMUNICATIONS, INC.

COMP/APP COUNTY:

UTILITY CODE: 310922

ALLEGATION OR SUBJECT

PETITION OF CORE COMMUNICATIONS, INC. FOR ARBITRATION OF INTERCONNECTION RATE, TERMS AND CONDITIONS WITH ALLTEL PENNSYLVANIA, INC.

DOCUMENT
FOLDER

DOCKETED

APR 11 2006

DATE: April 11, 2006

SUBJECT: A-310922F7004

TO: Office of Administrative Law Judge

FROM: James J. McNulty, Secretary *KB*

PETITION OF CORE COMMUNICATIONS, INC. FOR ARBITRATION OF
INTERCONNECTION RATE, TERMS AND CONDITIONS WITH ALLTEL
PENNSYLVANIA, INC.

Attached is a copy of a Petition for Arbitration
of Interconnection Rates, Terms, and Conditions of Core
Communications, Inc. and Alltel Pennsylvania, Inc.,
filed in connection with the above docketed proceeding.

This matter is assigned to your Office for
appropriate action.

DOCUMENT
FOLDER

Attachment

cc: OTS - w/copy of petition
FUS - w/copy of petition

ksb

DOCKETED

APR 11 2006

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

ORIGINAL

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

March 30, 2006

Secretary James McNulty
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

A-310922 F7004

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rate, Terms and Conditions with Alltel Pennsylvania, Inc.

Dear Secretary McNulty:

Enclosed for filing please find an original plus 2 copies of the Petition of Core Communications, Inc. for Arbitration of Interconnection Rate, Terms and Conditions with Alltel Pennsylvania, Inc. Copies have been served in accordance with the attached certificate of service. Please contact me if you have any questions.

Best regards,

STEVENS & LEE

[Handwritten Signature]
Michael A. Green

**DOCUMENT
FOLDER**

RECEIVED
2006 MAR 30 PM 12:42
PA PUC
SECRETARY'S BUREAU

encl.

cc: Certificate of Service

DOCKETED
APR 11 2006

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

71

**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-310922 F7004*

**PETITION OF CORE COMMUNICATIONS, INC. FOR
ARBITRATION OF INTERCONNECTION RATES, TERMS, AND
CONDITIONS WITH ALLTEL PENNSYLVANIA, INC.**

Michael A. Guin
Attorney ID No. 78625
Stevens & Lee
17 N. 2nd St.
16th Floor
Harrisburg, PA 17101
Tel. (717) 234-1090
Fax (610) 988-0852
FOR: CORE COMMUNICATIONS, NC.

DATED: March 30, 2006

ORIGINAL

RECEIVED
2006 MAR 30 PM 12:42
PA PUC
SECRETARY'S BUREAU

PETITION FOR ARBITRATION

Pursuant to Section 252 of the Telecommunications Act of 1996 (“Act”), Core Communications, Inc. (“Core”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) arbitrate, on an expedited basis, the terms and conditions of interconnection between Core and Alltel Pennsylvania, Inc. (“Alltel”).

Core requests that the Commission commence arbitration pursuant to section 252 of the Act to resolve the open interconnection issues between the parties, enter an order addressing the issues raised by Core in the Statement of Disputed Issues attached hereto as Appendix 2, and require Alltel to accept all terms and conditions presented by Core that are mandated by applicable law and regulations. In further support of this Petition, Core states as follows:

PARTIES

1. Core is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide competitive local exchange services in Pennsylvania..
2. Alltel is an incumbent local exchange carrier (“ILEC”) in Pennsylvania.

JURISDICTION

3. The Commission has jurisdiction over Core’s petition pursuant to section 252(b)(1) of the Act, 47 U.S.C. § 252(b)(1). Under the Act, parties to a requested negotiation under section 252 may, at any time during the period from the 135th to the

160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation, petition the Commission for arbitration of any issues that remain open at that time. 47 U.S.C. § 252(b).

4. As discussed more fully below, Core requested negotiations with Alltel on August 17, 2005, and Alltel received the requests on August 19, 2005. The arbitration window accordingly opened on January 2, 2006. By Agreement of the parties, the closing date of the arbitration window was extended to March 30, 2005.

BACKGROUND AND HISTORY OF NEGOTIATIONS

5. On August 17, 2005, Core sent Alltel, by Federal Express 2 day delivery, a bona fide request for interconnection, requesting that Alltel promptly join Core in good faith negotiations to establish an interconnection agreement¹. Additionally, Core stated that this agreement should incorporate the particular terms and conditions that fulfill Alltel's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252.² A copy of this letter was filed with the Commission Secretary on August 22, 2005 along with Core's Amended Application for Certification as a Competitive Local Exchange Carrier throughout the Commonwealth of Pennsylvania.

6. On August 29, 2005, Core sent follow-up correspondence to Alltel, by Federal Express 2 day delivery, which included Core's initial "draft" proposal for an interconnection agreement as a basis for further discussion.³

7. On August 30, 2005, Alltel sent Core Alltel's "template comprehensive

¹ See August 17, 2005 letter from Christopher Van De Verg to David Cameron of Alltel, requesting negotiation of Interconnection Agreements (Appendix 2).

² Id.

³ Appendix 3.

agreement” by email for Core’s review (“Alltel’s Proposal”).⁴

8. Core then requested a teleconference so that the parties could initially discuss the competing template proposals, but Alltel declined, insisting that Core first provide a “redline” of Alltel’s proposal.⁵

9. On November 18, 2005, Core sent Alltel by email Core’s redline markup (“Core’s Initial Redline”) of Alltel’s template agreement, and proposed dates for a teleconference.⁶

10. On December 15, 2005, Core contacted Alltel once again by email to suggest a teleconference in order to resolve as many disputed issues as possible through voluntary negotiations.⁷

11. The parties then exchanged emails discussing the outline and sections of Alltel’s Proposal and Core’s Initial Redline.⁸

12. On December 21, 2005, Alltel sent Core a document in which Alltel appended comments to Core’s Initial Redline.⁹

13. Core then proposed a teleconference for January 5, 2006, but Alltel did not respond.

14. On December 26, 2005, Core sent Alltel Core’s revised redline markup of Alltel’s Proposal. (“Core’s Revised Redline”)¹⁰ In the Revised Redline, Core clarified its proposed language with respect to the “Point of Interconnection” and related issues. Core also reiterated its proposal for a teleconference on January 5, 2006.

⁴ Appendix 4.

⁵ Appendixes 5-7.

⁶ Appendix 8.

⁷ Appendix 9.

⁸ Appendixes 10-11.

⁹ Appendix 12.

¹⁰ Appendix 13.

15. The Parties were not able to reach one another on January 5, 2006, but promptly agreed on a new date of January 11, 2006.¹¹

16. On January 11, 2006, the Parties held a lengthy teleconference to discuss open disputed issues as identified in Core's Revised Redline, as well as Alltel's comments.

17. Later that same day, Alltel provided Core with Alltel's "most current template", based on the Parties' teleconference.¹²

18. The Parties then exchanged a series of emails in which they discussed the statutory window for arbitration, and scheduled an additional teleconference for January 18, 2006.¹³

19. The Parties held their second teleconference on January 18, 2006. Among other topics of discussion, Alltel referred to development of a compromise proposal to address intercarrier compensation issues. Alltel informed Core that Alltel had not yet "opted in" to the FCC's *ISP Remand Order*,¹⁴ and was currently debating internally the merits of such an opt in. Alltel also informed Core that Alltel generally does not pursue the special protections that may be available to it under section 251(f) of the Act.

¹¹ Appendices 14-17.

¹² Appendix 18.

¹³ Appendices 19-24

¹⁴ In the *ISP Remand Order*, the FCC established "rate caps" to reduce the amount of compensation payable by ILECs, such as Alltel, to CLECs, such as Core. However, in order to avail itself of the rate caps, ILECs like Alltel must first "offer[] to exchange all traffic subject to section 251(b)(5) at the same rate." *ISP Remand Order*, ¶89. Pursuant to the *ISP Remand Order*, "ILECs may make this election on a state-by-state basis." *Id.*, and note 179. In adopting this "mirroring rule," the FCC noted that it would be unfair for ILECs to benefit from rate caps on ISP-bound traffic, and yet continue to benefit from the reciprocal compensation that they receive from wireless carriers, since ILECs receive many more calls from wireless carriers than they send to wireless carriers. Order on Remand & Report & Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, (*"ISP Remand Order"*) (Rel. April 27, 2001).

20. On January 19, 2006, Core sent Alltel by email a list of authorities relating to open, disputed, interconnection transport issues.¹⁵
21. On January 20, 2006, in order to provide additional time to negotiate open, disputed issues, the Parties agreed to extend the window for negotiations through February 28, 2006.¹⁶
22. On January 30, 2006, Alltel sent Core an email to indicate that Alltel was continuing to develop a position on the *ISP Remand Order* and possible compromise language on intercarrier compensation.¹⁷
23. Not hearing further from Alltel, Core sent Alltel an email on February 13, 2006, in which Core provided additional comments to resolve certain open, disputed issues, as well as further explain its positions on remaining disputed issues. Core also provided Alltel with a comprehensive list of closed issues and remaining open issues.¹⁸
24. On February 15, 2006, Alltel responded to Core's email, and suggested a teleconference for February 20 or 21.¹⁹ Alltel also provided Core with an additional document containing further updated comments on various issues.²⁰
25. The Parties then exchanged a series of emails in which they scheduled a teleconference for February 20, 2006. The Parties also executed a Non-Disclosure Agreement so that Alltel could discuss its intercarrier compensation proposal with Core without waiving its rights to keep certain important information confidential.²¹

¹⁵ Appendix 29

¹⁶ Appendices 25-28

¹⁷ Appendix 30

¹⁸ Appendix 31

¹⁹ Appendix 32

²⁰ Appendix 33

²¹ Appendices 34-39.

26. The Parties held a teleconference on February 20, 2006. During this call, Alltel shared with Core the broad outlines of a possible negotiated compromise for intercarrier compensation issues. Alltel also stated that it had not yet reached a final compromise position internally, but that it would inform Core once that position was reached.

27. The Parties held an additional teleconference on February 24, 2006 to discuss certain general commercial terms and conditions unrelated to the Act.

28. Also on February 24, 2006, in order to provide additional time to negotiate open, disputed issues (and in particular, intercarrier compensation issues), the Parties agreed to *extend the window for negotiations through March 30, 2006.*²²

29. Also on February 24, 2006, Core provided Alltel with Core's revised redline positions on two issues (billing dispute form and number portability), as well as clarification of Core's position with respect to an additional issue.²³

30. On March 9, 2006, Core provided Alltel with follow up comments regarding open, disputed commercial terms that were discussed on the February 24 call. Core's negotiator also stated "I am looking forward to receiving Alltel's revised interconnection compensation proposal. Once we have that, we should set up another call as soon as possible."²⁴

31. On March 27, 2006, Alltel provided Core with comments regarding open, disputed commercial terms that were discussed on the February 24 call. Core responded by indicating that while it believed that the parties could still negotiate the remaining open terms, Core intended to file a Petition for Arbitration prior to the closing of the extended arbitration window on March 30, 2006. To date, Alltel has not provided Core

²² Appendices 40-41

²³ Appendix 42

²⁴ Appendix 43

with (1) any clarification of its position with respect to the *ISP Remand Order*; or (2) any concrete intercarrier compensation compromise proposal.²⁵

DISPUTED ISSUES

32. While the detailed Statement of Disputed Issues attached hereto as Appendix 2 outlines several differences between the parties, the most critical issues in dispute between Core and the Alltel concern the well settled legal obligation of the parties to pay reciprocal compensation.²⁶

²⁵ Appendices 44-46.

²⁶ As a rural ILEC, Alltel is not “exempt” from its duty to engage in good faith interconnection negotiations with Core. At page 15 in the Petition of Cellco Partnership d/b/a Verizon Wireless et al, Docket Nos. P-00021995 - P-00022001, P-00022005 - P-000220015, (Opinion and Order entered January 18, 2005), the Commission noted the conclusions of ALJ Weismandel on this issue. The ALJ concluded that the Rural ILECs’ exemption did not relieve them of the duty to engage in negotiations and, if necessary, compulsory arbitration, concerning the issues of indirect interconnection and reciprocal compensation. (I.D. at 11). He disagreed with the Rural ILECs’ claim that the exemption relieved them of the compulsory arbitration provisions of TA96 § 252(b). The ALJ provided the following rationale in support of his recommendation:

The rural exemption set forth in Section 251(f)(1) of TA-96, by its own terms, only exempts a rural telephone company from the obligations set forth in Section 251(c) [“Subsection (c) of this section shall not apply to a rural telephone company . . .” Section 251(f)(1)(A), emphasis added]. The obligations set forth in Section 251(a) of TA-96 apply to all telecommunications carriers, including all of the Rural ILECs. Included among the Section 251(a) obligations of the Rural ILECs is “the duty . . . to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers”. TA-96, Section 251(a). The obligations set forth in Section 251(b) of TA-96 apply to all local exchange carriers, including all of the Rural ILECs. Included among the obligations of the Rural ILECs is “[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.” TA-96, Section 251(b)(5). The compulsory arbitration process established by Section 252(b) and (c) applies to “a request for interconnection, services, or network elements pursuant to section 251”. TA-96, Section 252(a)(1), emphasis added. Consequently, despite the Rural ILECs’ Section 251(f)(1) exemption, if they do not reach a voluntary agreement with Cellco [Verizon Wireless] they are subject to compulsory arbitration as to the issues of indirect interconnection under Section 251(a) and reciprocal compensation under Section 251(b)(5), among other issues. Keeping in mind “the relief sought by Cellco [Verizon Wireless]” as including compulsory arbitration of an interconnection agreement between Cellco [Verizon Wireless] and the Rural ILECs pursuant to Section 252(b) of TA-96, the Section 251(f)(1) exemption is not so much irrelevant as it is inapplicable.

33. With regard to “local” Section 251(b)(5) traffic, Core has proposed that the parties pay reciprocal compensation to each other for the transport and termination of Section 251(b)(5) Traffic, as required by the FCC’s rules set forth in 51 C.F.R. §§701 *et seq.* (Subpart H—Reciprocal Compensation for Transport and Termination of Telecommunications Traffic). In sharp contrast, Alltel insists that the parties exchange Section 251(b)(5) traffic at “bill-and-keep” rates — in essence, creating a reciprocal compensation rate of zero.

34. Similarly, Core maintains that the parties are also bound by the FCC’s *ISP Remand Order* in connection with intercarrier compensation for ISP-Bound Traffic. Since Alltel has not “elected” to adopt the FCC’s pricing caps as set forth in paragraph 89 of the *ISP Remand Order*,²⁷ the *ISP Remand Order* requires Alltel to “exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts.”²⁸ Essentially, because Alltel has not opted into the *ISP Remand Order*’s pricing plan, Alltel remains subject to pay the same reciprocal compensation rates for ISP-Bound Traffic that Alltel receives in connection with other non-access traffic—for example, wireless traffic.²⁹ As noted above, Alltel has never clarified its position with respect to compensation for ISP-bound traffic.

35. Alltel’s refusal to acknowledge that reciprocal compensation is payable for all traffic except interstate or interexchange access traffic is contrary to Section 251 (b)(5) of

(I.D. at 11).

²⁷ Order on Remand & Report & Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98 and 99-68, (“*ISP Remand Order*”)(Rel. April 27, 2001), at ¶89.

²⁸ *Id.*

²⁹ Opinion and Order, *Joint Petition of Nextlink Pennsylvania, Inc. et al.*, PAPUC Docket Nos. P-00991648 and P-00991649

the Act and FCC rules implementing Section 251(b)(5). Alltel's refusal to acknowledge that intercarrier compensation for ISP-bound traffic is payable is contrary to the *ISP Remand Order*.

36. Section 251(c)(1) of the Act provides that ILECs have a "duty to negotiate in good faith..... the particular terms and conditions of (interconnection) agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection." The Act further provides that a refusal to negotiate constitutes a violation of this duty. Section 252 (b) of the Act states: "Refusal to Negotiate. The Refusal of any other party to the negotiation to participate further in the negotiations shall be considered a failure to negotiate in good faith."

37. The FCC has emphasized that "aggressive enforcement" by state commissions of the duty to negotiate in good faith is essential to ensure that "arbitrations that result in completed interconnection agreements that will afford consumers a choice of service providers over the long term."³¹ Accordingly, the FCC has directed state commissions "to enforce vigorously all carriers' duty to negotiate in good faith."³² Noting that this duty is "a vital component of the Act", at least one state commission has authorized a party to a negotiation to request sanctions if it believes that another party is obstructing the negotiation process.³³

Expeditious Resolution of Disputed Issues

38. Core respectfully requests that the Commission address and resolve these issues

³¹ *MCI Preemption Order*, paragraph 35.

³² *Id.*, at paragraph 29

³³ Order, *Implementation of Mediation and Arbitration Provisions of the Federal Telecommunications Act of 1996*, Case No. 96-463-TP-UNC, 1996 Ohio PUC Lexis 434, at 13-14(Ohio P.S.C. July 18, 1996).

on an expedited basis. Failing to do so would unnecessarily prevent Core from providing competitive services to Pennsylvania customers.

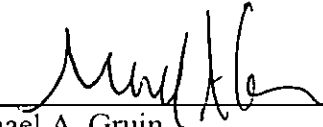
39. In furtherance of its request for resolution on an expedited basis, Core is submitting all potentially relevant documents as required by Section 252(b)(2), including relevant correspondence between the parties and relevant drafts of the proposed Interconnection Agreements.

Relief Requested

WHEREFORE, Core requests that the Commission commence arbitration pursuant to section 252 of the Act to resolve the open interconnection issues between the parties, enter an order addressing the issues raised by Core in the Statement of Disputed Issues attached hereto as Appendix 2, and require Alltel to accept all terms and conditions presented by Core that are mandated by applicable law and regulations.

Respectfully Submitted,

Core Communications, Inc.

BY 
Michael A. Gruin,
Attorney ID No. 78625
Stevens & Lee
17 N. 2nd St.
16th Floor
Harrisburg, PA 17101
Tel. (717) 234-1090
Fax (610) 988-0852
FOR:
CORE COMMUNICATIONS, INC.

PA PUC
SECRETARY'S BUREAU

2006 MAR 30 PM 12:42

RECEIVED

APPENDIX LIST

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
MAR 30 2006

RECEIVED

August 17, 2005 letter from Christopher Van De Verg to the Alltel Pennsylvania, Inc. requesting negotiation of Interconnection Agreements.....Appendix 1

Statement of Other Disputed Issues.....Appendix 2

August 29, 2005 letters from Christopher Van de Verg to Alltel companies, enclosing Core’s initial draft proposal for an ICA andAppendix 3

August 30, 2005 Alltel Template Agreement with accompanying email from Jimmy Dolan of Alltel to Christopher Van de Verg.....Appendix 4

September 12, 2005 Email From Chris Van De Verg to Jimmy Dolan regarding proposed teleconference.....Appendix 5

September 20, 2005 Email From Chris Van De Verg to Jimmy Dolan regarding proposed teleconference.....Appendix 6

September 20, 2005 Email Jimmy Dolan to Chris Van de Verg regarding proposed teleconference.....Appendix 7

November 18, 2005, Core redline markup of Alltel Template and accompanying email from Chris Van de Verg.....Appendix 8

December 15, 2005 email from Chris Van de Verg to Jimmy Dolan.....Appendix 9

December 16, 2005 email from Jimmy Dolan to Chris Van de Verg.....Appendix 10

December 16, 2005 email from Chris Van de Verg to Jimmy Dolan.....Appendix 11

December 21, 2005 Alltel responsive markup to Core’s marked-up Template and accompanying email from Jimmy Dolan.....Appendix 12

December 26, 2005 Core revised redline markup of Alltel Template and accompanying email from Chris Van de Verg.....Appendix 13

January 5, 2006 email from Jimmy Dolan to Chris Van de Verg regarding proposed conference call between the parties.....Appendix 14

January 5, 2006 email from Chris Van de Verg to Jimmy Dolan regarding

proposed conference call between the parties.....Appendix 15

January 5, 2006 email (2) from Jimmy Dolan to Chris Van de Verg regarding
proposed conference call between the parties.....Appendix 16

January 6, 2006 email from Jimmy Dolan to Chris Van de Verg regarding
proposed conference call between the parties.....Appendix 17

January 11, 2006 Alltel responsive markup to Core’s marked-up Template
and accompanying email from Jimmy Dolan.....Appendix 18

January 11, 2006 email from Chris Van de Verg to Jimmy Dolan regarding
statutory window for arbitration.....Appendix 19

January 11, 2006 email from Jimmy Dolan to Chris Van de Verg regarding
statutory window for arbitration.....Appendix 20

January 11, 2006 email(2) from Chris Van de Verg to Jimmy Dolan regarding
statutory window for arbitration.....Appendix 21

January 13, 2006 email from Jimmy Dolan to Chris Van de Verg regarding
proposed conference call.....Appendix 22

January 13, 2006 email(2) from Jimmy Dolan to Chris Van de Verg regarding
proposed conference call.....Appendix 23

January 17, 2006 email from Jimmy Dolan to Chris Van de Verg regarding
proposed conference call.....Appendix 24

January 18, 2006 email from Chris Van de Verg to Jimmy Dolan regarding
extension of the statutory arbitration window.....Appendix 25

January 18, 2006 email from Jimmy Dolan to Chris Van de Verg regarding
extension of the statutory arbitration window.....Appendix 26

January 19, 2006 letter and email from Jimmy Dolan to Chris Van de Verg regarding
extension of the statutory arbitration window.....Appendix 27

Executed Letter Agreement to Extend Statutory Arbitration Window, dated January 19,
2006.....Appendix 28

January 19, 2006 email from Chris Van de Verg to Jimmy Dolan with citation to legal
authorities on disputed issues.....Appendix 29

January 30, 2006 email from Jimmy Dolan to Chris Van de Verg regarding Alltel’s
position on the ISP Remand Order.....Appendix 30

February 13, 2006 email from Chris Van de Verg to Jimmy Dolan with attached list of closed and open disputed issues.....	Appendix 31
February 15, 2006 email from Jimmy Dolan to Chris Van de Verg regarding disputed issues and proposed conference call.....	Appendix 32
February 15, 2006 Alltel markup and comments to Agreement Template and accompanying email.....	Appendix 33
February 17, 2006 email from Jimmy Dolan to Chris Van de Verg regarding proposed conference call to discuss open issues.....	Appendix 34
February 17, 2006 email from Chris Van de Verg to Jimmy Dolan regarding proposed conference call to discuss open issues.....	Appendix 35
February 17, 2006 email(2) from Jimmy Dolan to Chris Van de Verg regarding proposed conference call to discuss open issues.....	Appendix 36
February 17, 2006 email(2) from Chris Van de Verg to Jimmy Dolan regarding proposed conference call to discuss open issues.....	Appendix 37
February 20, 2006 email from Jimmy Dolan to Chris Van de Verg regarding proposed conference call to discuss open issues.....	Appendix 38
Executed Non-Disclosure Agreement.....	Appendix 39
February 24, 2006 email from Jimmy Dolan to Chris Van de Verg regarding extension of the statutory arbitration window.....	Appendix 40
February 24, 2006 Letter Agreement to Extend Arbitration Window.....	Appendix 41
February 24, 2006 email from Chris Van de Verg to Jimmy Dolan regarding Core's revised redline positions on billing dispute form and number portability.....	Appendix 42
March 9, 2006 email from Chris Van de Verg to Jimmy Dolan regarding comments on open disputed commercial terms.....	Appendix 43
March 27, 2006 email from Jimmy Dolan regarding Alltel responses to Core revised positions on billing dispute form and number portability.....	Appendix 44
March 27, 2006 email from Chris Van de Verg regarding filing of petition for arbitration.....	Appendix 45

March 27, 2006 email from Jimmy Dolan to Chris Van de Verg regarding filing of arbitration
petition.....Appendix 46

APPENDIX 1

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: David Cameron
Alltel Pennsylvania Inc.
1 Allied Drive
Little Rock, AR 72202

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
MAR 30 2006

RECEIVED

Re: Request for Negotiations of an Interconnection Agreement

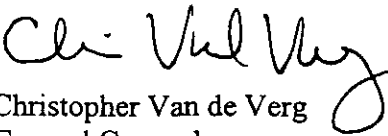
Dear Mr. Cameron:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Alltel promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Alltel's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,


Christopher Van de Verg
General Counsel

APPENDIX 2

STATEMENT OF DISPUTED ISSUES

Core Communications, Inc. ("Core"), pursuant to 47 U.S.C. § 252(b)(2)(A), hereby submits this Statement of Disputed Issues as Appendix 2 to its March 30, 2006 petition for arbitration of an interconnection agreement with Alltel. This statement tracks the order in which disputed language appears in Core's December 26, 2005 redline markup of Alltel's interconnection agreement proposal ("Core's Revised Redline").¹

General Terms & Conditions

1. Limitation of Liabilities (Core GTC §7.3(d)).
 - a. Core's Position.

While it agrees with Alltel's proposed section 17 as drafted, Core proposed to add a list of conduct that would be excluded from the liability protections otherwise afforded the parties. Most important, Core proposes to clarify that the parties are not insulated from liability for violations of sections 251, 252, 258 or 271 of the Act. The parties' agreement *should not* be used as a tool to escape liability from the seminal interconnection and related requirements set forth in the Act, and for which the Act specifically provides enforcement in the form of damages suits.

- b. Alltel's Position.

Alltel accepts five of Core's proposed six exclusions, but will not accept the exclusion for liability under the Act.

¹ The Core's Revised Redline is attached hereto at Appendix 13.

RECEIVED
MAR 30 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. Security Deposits (Alltel §8.1.2, 8.1.4, and 8.1.5).

a. Core's Position.

Core initially opposed Alltel's §8.1 through 8.3 (Payment of Rates and Late Payment Charges) in its entirety,² but later limited its opposition solely to subsections 8.1.2, 8.1.4, and 8.1.5,³ which together establish a security deposit requirement. Core opposes these subsections because they give Alltel (but not Core) the ability to condition its performance under the Agreement upon Core's payment of a security deposit. Core is concerned that the deposit requirement could serve as a barrier to entry, since Alltel's performance is conditioned on receipt of what it views as an adequate deposit.

b. Alltel's Position.

Alltel believes that its proposed security deposit language is a necessary safeguard against nonpayment by Core.

4. Dispute Resolution (Alltel GTC §9.1 & Appendix 1—Billing Dispute Form).

a. Core's Position.

Core opposes Alltel's proposed requirement that the parties use a particular, highly detailed and rigidly formatted form in order to communicate billing disputes.⁴ Core first objected to any such requirement. In an effort to settle the issue, Core later agreed to accept such a requirement, with this caveat:

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

² Appendix 13, Core's Revised Redline, at 7-8.

³ Appendix 31, Email from Core to Alltel (Feb. 13, 2006).

⁴ Appendix 13, Core's Revised Redline, at 8-9.

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.⁵

In Core's view, 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.

b. Alltel's Position.

Alltel believes all disputes should be submitted via its form, which it states is sanctioned by the "OBF" or Ordering & Billing Forum. Alltel believes any dispute not submitted via its form should be considered null and void. Alltel does not accept Core's compromise language.⁶

5. Formal Dispute Resolution (Alltel GTC §9.4).

a. Core's Position.

Core opposes Alltel's proposal that the Parties agree to submit all disputes arising under the Agreement to the Commission, or, if the Commission does not accept the dispute, then to a commercial arbitrator. In Core's view, the parties should preserve their existing rights under section 207 and 208 of the Act (as well as FCC precedent) to bring an interconnection dispute before the Commission, the FCC, or a federal district court, as may be appropriate in the discretion of the party filing the complaint.

b. Alltel's Position.

⁵ Appendix 42, Email from Core to Alltel (Feb. 24, 2006).

⁶ Appendix 44, Email from Alltel to Core (Mar. 27, 2006).

Alltel believes all disputes should be brought in the first instance before the Commission, then to a commercial arbitrator if the Commission can not or will not assume jurisdiction over the dispute.

6. Amendments or Waivers (Alltel GTC §18.1).

a. Core's Position.

Core opposes inclusion of specific language that purports to preserve Alltel's rights under section 251(f)(1) of the Act:

The Parties recognize that 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).

Core is without knowledge of whether Alltel is a "2% Rural Telephone Company."

Further, Alltel informed Core on the January 18 teleconference that Alltel generally does not pursue the special protections that may be available to it under section 251(f) of the Act. Indeed, that position is consistent with Alltel's template ICA proposal to Core, which includes items such as UNEs and collocation, which are available under section 251(c) of the Act.⁷ Core is concerned that this provision would serve as a "reopener" provision, through which Alltel can later undermine the agreement at its discretion. Core is also generally opposed to language that is merely observational and non-operative in nature.

b. Alltel's Position.

⁷ Appendix 13, Core's Revised Redline, Atts. 6-8. Under section 251(f) of the Act, certain rural telephone companies are entitled to an exemption from the requirements of section 251(c).

Although it does not generally pursue the protections potentially available under section 251(f), Alltel would like to preserve its right to do so in the future.

Network Interconnection Architecture

1. Point of Interconnection. (Alltel §§ 1 & 2, Core §§1 & 2).

a. Core's Position.

Instead of relying on the concept of one single point of interconnection ("POI") for the exchange of traffic, Core proposes dual interconnection points ("IP"). Under Core's proposal, each party designates an IP on its network at which the other party may deliver its originating traffic. Core's proposal recognizes that applicable FCC rules—and Commission precedent—require each party to bear the cost to deliver its originating interconnection traffic to the switch location of the other party. The designation of a single POI may serve to mask this duty, by implying that Core must bear the cost of bringing PTA's originating traffic from PTA's switch (which PTA defines as the POI) to Core's switch. Core's proposal clarifies that each party must deliver its originating traffic to the IP designated by the other party.

b. Alltel's Position.

Alltel believes that Core should be required to bear all of the costs both (1) to deliver Core's originating traffic to Alltel at a POI at one or more Alltel switches; and (2) to pick up traffic originating on Alltel's network at the same POI(s) and bring that traffic back to Core's own switch. Alltel also argues that it can not be required to transport its originating traffic outside of its service territory.

2. Interconnection Methods (Core §2.1(ii)).

a. Core's Position.

Core proposed language to clarify that each party is entitled to choose from among three methods of direct interconnection: collocation with the other party, collocation with a third party, or use of entrance facilities (leased circuits).

b. Alltel's Position.

Alltel objects to Core's ability to collocate with a third party in Alltel's central office. In Alltel's view, there is no requirement that it must allow a sublease of its collocation space to Core. Alltel also objects to the designation of interconnection methods for itself since, in its view, it is not required to deliver originating interconnection traffic to Core at Core's switch.

3. Loop Interconnection (Core §2.2.4).

a. Core's Position.

Core proposed language to clarify that Core may interconnect with Alltel at a non-switch location, i.e., at a site where Alltel has substantial "outside plant" or "loop" facilities in place to serve high capacity end user customers (eg., a "carrier hotel").

b. Alltel's Position.

Alltel's position is that "Alltel requires the CLEC to order its own facilities."⁸

⁸ Appendix 33, Alltel's Comments Document, at 45 (Feb. 15, 2006).

4. Indirect Traffic—Volume Limit (Core §12.1)

a. Core's Position.

With respect to indirect traffic (i.e., interconnection traffic between Core and Alltel that passes through an intermediate third-party's tandem, generally Verizon), Core objects to Alltel's arbitrary limit of "a single DS1 of traffic per month" after which "the Parties shall install and retain direct end office facilities."⁹ 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. Using a third party tandem can be just as efficient—if not more so—than establishing new, direct interconnection facilities. Indeed, the third party tandem provider has the means and incentive to limit use of its network as it sees fit. Moreover, there is no reason for the Parties to immediately opt for "direct end office facilities"—meaning multiple DS1s between every possible combination of Alltel and Core end offices—simply upon passing a total interconnection traffic volume of one DS1.

b. Alltel's Position.

Alltel would limit the Parties' use of third party tandem provider networks, and require the Parties to establish direct interconnection in almost every circumstance.

5. Indirect Traffic—Duty of Originating Carrier (Core §12.2.3)

a. Core's Position.

Core proposes to require each Party to arrange and pay for the third party tandem provider arrangements through which its originating traffic will be delivered to the other Party.

⁹ Appendix 33, Alltel's Comments Document, at 50 (Feb. 15, 2006).

b. Alltel's Position.

Alltel states that it "agrees that there should be arrangements w/third party's for this scenario but this Agreement should not put requirements on those arrangements."¹⁰

¹⁰ Appendix 33, Alltel's Comments Document, at 51 (Feb. 15, 2006).

Intercarrier Compensation

1. VNXX Traffic & Other Rating Issues (Alltel §§1 & 3.4).

a. Core's Position.

Consistent with industry standards, the Act, FCC rules and orders, and the Commission's own investigation of VNXX-related compensation issues, 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.

b. Alltel's Position.

Alltel believes VNXX-type traffic should be subject to originating access charges, with the designation of traffic as local or intraLATA toll based on the actual geographic locations of the calling and called parties. Alltel also proposes that its own tariffs (and not Core's tariffs) should define local and toll traffic for intercarrier compensation purposes. Finally, Alltel proposes that calls using VOIP technology also be classified based on geographic locations for compensation purposes.¹¹

2. Passing of ANI and CPN (Alltel §2).

a. Core's Position.

Core proposes that the parties pass Automatic Number Identification ("ANI") data to one another over the interconnection trunks. In the multi-frequency ("MF") technical standards, ANI is the functional equivalent of Calling Party Number (CPN) in the SS7

¹¹ Appendix 33, Alltel's Comments Document, at 93.

standards. ANI and CPN are the data which permit parties to properly rate calls based on the NPA-NXX of the calling party. Core notes that missing ANI is a major contributor to the “phantom traffic” issue that rural carriers have brought before the FCC in the ongoing *Unified Intercarrier Compensation Proceeding*.

b. Alltel’s Position.

Although Alltel agrees with the use of MF signaling,¹² Alltel would require the Parties to pass CPN, but opposes a requirement to pass ANI.

3. Reciprocal Compensation for Local/Section 251(b)(5) Traffic (Alltel §3, Core §3).

a. Core’s Position.

Core proposes that:

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

In Core’s view, the Parties simply need to acknowledge this well established requirement of federal law.

b. Alltel’s Position.

Alltel proposes that the Parties exchange all “Local” traffic on a bill-and-keep basis, unless and until one Party can demonstrate that the traffic is substantially out-of-balance (i.e. originating more often on one party’s network than the other).

¹² Appendix 4, Alltel’s Original Proposal, at 43 (§3.2)(Aug. 30, 2006).

4. Intercarrier Compensation for ISP-Bound Traffic (Core §4).

a. Core's Position.

Core believes that the parties are bound by the FCC's *ISP Remand Order* in connection with intercarrier compensation for ISP-Bound Traffic. Core understands that Alltel has not "elected" to adopt the FCC's pricing caps as set forth in paragraph 89 of the *ISP Remand Order*.¹³ Accordingly, the *ISP Remand Order* requires Alltel to "exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts."¹⁴ In essence, because Alltel has not opted into the *ISP Remand Order*'s pricing plan, Alltel remains subject to pay the same reciprocal compensation rates for ISP-Bound Traffic that Alltel receives in connection with other non-access traffic—for example, wireless traffic.¹⁵

b. Alltel's Position.

Alltel proposes no specific language for ISP-bound traffic compensation. Although Alltel committed on numerous occasions to provide Core with compromise language on ISP-bound traffic, Alltel has yet to do so.

5. Billing Arrangements (Alltel §5).

a. Core's Position.

Core objects to Alltel's proposal to require Core to apply for multiple NXX codes in various scenarios. Core is not aware of any legitimate purpose for these requirements.

¹³ *ISP Remand Order*., at ¶89.

¹⁴ *Id.*

¹⁵ Opinion and Order, *Joint Petition of Nextlink Pennsylvania, Inc. et al.*, PAPUC Docket Nos. P-00991648 and P-00991649

Core should be permitted to choose which NXX codes to apply for based on its own business criteria—not Alltel’s formula.

b. Alltel’s Position.

Alltel states that “[t]he NXX code is used to determine jurisdiction.”

Number Portability

1. Number Portability (Alltel Attachment 14).

a. Core's Position.

Core initially opposed Alltel's lengthy and convoluted Attachment 14 ("Number Portability") in its entirety. Core proposed instead simply that "[t]he Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC." In an effort at compromise, Core later agreed to highlight the most objectionable provisions within Attachment 14 for deletion or modification. As a result, Core proposed deletion or modification to sections 2.2, 2.3, 2.5, 2.6, 2.7, 2.9, 3.1, 3.7, 4.1, 4.3 and 4.4.¹⁶ Generally speaking, Core believes that the number portability requirements are set forth clearly in the Act and the FCC's implementing rules and orders. Alltel's additional requirements only serve to obscure, confuse, or contradict the Parties' existing obligations under the law. Core's objections to specific Alltel proposals are set forth in the attachment to Core's February 24, 2006 email to Alltel.¹⁷

b. Alltel's Position.

Alltel states that "[t]his Attachment establishes the process. FCC rules will not establish the process."¹⁸

¹⁶ Appendix 42, Email from Core to Alltel, at Attachment entitled "Core's revised redline of Alltel's proposed Attachment 14)(Feb. 24, 2006).

¹⁷ *Id.*

¹⁸ Appendix 33, Alltel's Comments Document, at 98 (Feb. 15, 2006).

Definitions

1. Automatic Numbering Identification (Core).

a. Core's Position.

Core proposes a brief definition of ANI: "the provision of calling party number information over interconnection trunks using multi-frequency ("MF") signaling." This definition support Core's proposal that the Parties be required to pass ANI to one another over the interconnection trunks.¹⁹

b. Alltel's Position.

Alltel states that MF signaling is outdated, so that no definition of ANI is necessary.

2. Exchange Services (Alltel).

a. Core's Position.

Core objects to inclusion of a definition for "exchange services"—a term that is not defined in the Act or elsewhere. Core also notes that that this term is wholly inconsistent with the statutory definition of "telephone exchange services"—the term that does appear in the Act.²⁰

b. Alltel's Position.

Alltel's position on this issue is unclear.

3. IntraLATA Toll Traffic (Alltel).

¹⁹ See, discussion above, Intercarrier Compensation Issue No. 2.

²⁰ "Telephone exchange service" is defined as "service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service." 47 U.S.C. §153(26).

a. Core's Position.

Core opposes Alltel's definition of IntraLATA Toll Traffic, by which all traffic that is not physically originated and terminated in the same "local exchange boundary" is considered intra LATA toll traffic. This definition simply sets up a default in which intraLATA traffic can be deemed toll, so that Alltel can apply its intraLATA switched access rates to Core's detriment.

b. Alltel's Position.

Alltel's position on this issue is unclear.

4. Interconnection Point (Alltel).

a. Core's Position.

Core objects to Alltel's definition of "Interconnection Point" because it would require the interconnection point to be on Alltel's network. This issue is simply a recasting of Network Interconnection Architecture Issue No. 1.

b. Alltel's Position.

Alltel believes that the interconnection point must be on its network.

5. ISP-Bound Traffic (Core).

a. Core's Position.

Core proposed a simple definition of ISP-Bound Traffic: "dial-up modem traffic destined for a commercial provider of internet access."

b. Alltel's Position.

Alltel's position on this issue is unclear.

6. ISP Forbearance Order (Core).

a. Core's Position.

Core proposed a simple definition to reference the ISP Forbearance Order: "the Federal Communications Commission's Order in WC Docket No. 03-171, released on October 18, 2004."

b. Alltel's Position.

Alltel's position on this issue is unclear.

7. ISP Remand Order (Core).

a. Core's Position.

Core proposed a simple definition to reference the ISP Remand Order: "the Federal Communications Commission's Order on Remand & Report and Order in CC Docket Nos. 96-98 & 99-98, released on April 27, 2001."

b. Alltel's Position.

Alltel's position on this issue is unclear.

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

a. Core's Position.

Core proposed a definition of Section 251(b)(5) Traffic which tracks the language of the applicable FCC rule:

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).²¹

The Agreement should contain a stable, objective definition of traffic that is subject to reciprocal compensation.

b. Alltel's Position.

Alltel prefers to rely on its definition of "Local Traffic" as defined in Attachment 12, section 1.2. Alltel believes Local Traffic should include only that traffic that physically originates and terminates within the same local calling area as defined in Alltel's tariff.²²

²¹ See, 47 C.F.R. §51.701(b)("Telecommunications Traffic").

²² Appendix 33, Alltel's Comments Document, at 111 (Feb. 24, 2006).

Pricing Attachment

1. Pricing Attachment (Core).

a. Core's Position.

Core proposes a simple, straightforward Pricing Attachment that would, in brief, set forth rates for reciprocal compensation, entrance facilities for interconnection, exchange access, and tandem transit, and provide for regulatory review of Alltel's wholesale rates over time, use Verizon's wholesale rates as a proxy pending development of Alltel wholesale rates, and permit Core to charge Alltel at the same rates for the same services.

b. Alltel's Position.

Alltel opposes Core's entire Pricing Attachment, except for the reciprocal compensation rate element, which Alltel would define as "TBD." Alltel states that "Alltel is not Verizon and will not provide Verizon's rates."²³

²³ Appendix 33, Alltel's Comments Document, at 115 (Feb. 24, 2006).

APPENDIX 3

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

by and between

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
MAR 30 2006

Core Communications, Inc.

RECEIVED

and

RLEC Acronym TXT

FOR THE COMMONWEALTH OF

PENNSYLVANIA

TABLE OF CONTENTS

[AMENDED, EXTENDED AND RESTATED] AGREEMENT 4

1. The Agreement 4

2. Term and Termination 4

3. Attachments 5

4. Applicable Law 5

5. Assignment 6

6. Authorization..... 6

7. Billing and Payment; Disputed Amounts 6

8. Confidentiality 7

9. Counterparts 9

10. Default..... 9

11. Dispute Resolution 9

12. Good Faith Performance..... 9

13. Headings..... 9

14. Indemnification 9

15. Intellectual Property 11

16. Joint Work Product 11

17. Law Enforcement..... 11

18. Network Management 12

19. Non-Exclusive Remedies 12

20. Notice of Network Changes 12

21. Notices 12

22. Ordering and Maintenance 13

23. Performance Standards 13

24. Predecessor Agreements 14

25.	Publicity and Use of Trademarks or Service Marks	14
26.	References	14
27.	Relationship of the Parties	14
28.	Reservation of Rights	15
29.	Subcontractors	15
30.	Successors and Assigns	15
31.	Survival	15
32.	Territory	16
33.	Third Party Beneficiaries	16
34.	Use of Service	16
35.	Waiver	16
36.	Warranties	16
	SIGNATURE PAGE	17
	INTERCONNECTION ATTACHMENT	18
1.	General	18
2.	Points of Interconnection	20
3.	Physical Architecture	18
4.	Alternative Interconnection Arrangements	19
5.	Initiating Interconnection	20
6.	Transmission and Routing of Telephone Exchange Service Traffic	22
7.	Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act	20
8.	Transmission and Routing of Exchange Access Traffic	21
9.	Meet-Point Billing Arrangements	21
10.	Toll Free Service Access Code (e.g., 800/888/877) Traffic	24
11.	Tandem Transit Traffic	25
12.	Number Resources, Rate Center Areas and Routing Points	25
13.	Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair	26

14.	Number Portability - Section 251(B)(2).....	26
PRICING ATTACHMENT		27
1.	General	27
2.	Regulatory Review of Prices	27
APPENDIX A TO THE PRICING ATTACHMENT		30

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

PREFACE

This Agreement shall be deemed effective as of ***Date*** (the "Effective Date"), between Core Communications, Inc. ("Core"), a corporation organized under the laws of the District of Columbia, with offices at 209 West Street, Suite 302, Annapolis, MD 21401 and ***RLEC Acronym TXT***, a corporation organized under the laws of the _____ of _____ with offices at _____ and Core may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, ***RLEC Acronym TXT*** and Core hereby agree as follows:

1. The Agreement

a. This Agreement includes: (a) the Principal Document and, (b) an Order by a Party that has been accepted by the other Party.

b. Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 0.

c. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until ***Date CO*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

a. Either Core or ***RLEC Acronym TXT*** may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

CORE COMMUNICATIONS, INC. DRAFT ICA PROPOSAL v. 1.0 (August 29, 2005)

–Draft Document for Discussion Purposes Only–

b. If either Core or ***RLEC Acronym TXT*** provides notice of termination and on or before the proposed date of termination either Core or ***RLEC Acronym TXT*** has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 0), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Core and ***RLEC Acronym TXT***; or, (b) the date one (1) year after the proposed date of termination.

c. If either Core or ***RLEC Acronym TXT*** provides notice of termination and by 11:59 PM Eastern Time on the proposed date of termination neither Core nor ***RLEC Acronym TXT*** has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Attachments

The following Attachments are a part of this Agreement:

Interconnection Attachment

Pricing Attachment

4. Applicable Law

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of [State], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

a. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

b. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

c. If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

d. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or

otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 0 of this Agreement.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 0 shall be void and ineffective and constitute default of this Agreement.

6. Authorization

a. ***RLEC Acronym TXT*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

b. Core represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

c. Core Certification.

Notwithstanding any other provision of this Agreement, ***RLEC Acronym TXT*** shall have no obligation to perform under this Agreement until such time as Core has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in [State]. Core shall not place any orders under this Agreement until it has obtained such authorization. Core shall provide proof of such authorization to ***RLEC Acronym TXT*** upon request.

7. Billing and Payment; Disputed Amounts

a. Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

b. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 11, Dispute Resolution.

c. Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by

the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

d. Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

8. Confidentiality

a. As used in this Section, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in any audit;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- vi. any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

b. Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

c. Except as otherwise provided in this Agreement, the Receiving Party shall:

- i. use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
- ii. using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the

Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 0 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

iii. The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

d. Unless otherwise agreed, the obligations of this Section do not apply to information that:

i. was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

ii. is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

iii. is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

iv. is independently developed by the Receiving Party;

v. is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

vi. is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

e. Notwithstanding the provisions of this Section, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

f. The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

g. The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

h. Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

9. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 0 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, upon obtaining the express approval of the Commission, FCC, or court of competent jurisdiction, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

11. Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

12. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

13. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

14. Indemnification

Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of 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, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the

directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

a. Indemnification Process.

i. As used in this Section 0, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 0.

ii. An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

A. The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

B. If the Indemnified Person fails to comply with this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

iii. Subject to the provisions below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

A. With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

B. In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

b. The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

c. The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

d. Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

e. Each Party's obligations under this Section 0 shall survive expiration, cancellation or termination of this Agreement.

15. Intellectual Property

Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

Except as stated in Section 14, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

16. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

17. Law Enforcement

Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

18. Network Management

Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Core and ***RLEC Acronym TXT*** will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,

Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

19. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

20. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

21. Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

- a. shall be in writing;
- b. shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and
- c. shall be delivered to the following addresses of the Parties:

To Core:

Christopher Van de Verg
General Counsel
Core Communications, Inc.
209 West Street
Suite 302
Annapolis, MD 21401

To ***RLEC Acronym TXT***:

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

22. Ordering and Maintenance

Core shall use ***RLEC Acronym TXT***'s electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If ***RLEC Acronym TXT*** has not yet deployed an electronic capability for Core to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by ***RLEC Acronym TXT***, Core shall use such other processes as ***RLEC Acronym TXT*** 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).

23. Performance Standards

- a. ***RLEC Acronym TXT*** shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

b. Core shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

24. Predecessor Agreements

Except as stated in Section 0 or as otherwise agreed in writing by the Parties:

a. Any prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

i. any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

b. Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

c. If either Party elects to cancel the commitment pursuant to the proviso in this Section, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

25. Publicity and Use of Trademarks or Service Marks

A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, *in connection* with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

Any violation of this Section shall be considered a material breach of this Agreement.

26. References

All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ***RLEC Acronym TXT*** or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

27. Relationship of the Parties

CORE COMMUNICATIONS, INC. DRAFT ICA PROPOSAL v. 1.0 (August 29, 2005)

–Draft Document for Discussion Purposes Only–

The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

a. Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

b. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

c. Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

d. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

e. The relationship of the Parties under this Agreement is a non-exclusive relationship.

28. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

29. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

30. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

31. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

32. Territory

This Agreement applies to the territory in which ***RLEC Acronym TXT*** operates as an Incumbent Local Exchange Carrier in the State of [State]. ***RLEC Acronym TXT*** shall be obligated to provide Services under this Agreement only within this territory.

33. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

34. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

35. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

36. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Core Communications, Inc.

RLEC Acronym TXT Company Full Name
2***

By:

By:

Printed: Bret L. Mingo

Printed: ***RLEC Acronym TXT*** Signing Party's
Name MC***

Title: President

Title: ***RLEC Acronym TXT*** Signing Party's Title
MC***

INTERCONNECTION ATTACHMENT

1. General

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 Telephone Exchange Service and Exchange Access.

2. Points of Interconnection

Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection selected by Core.

3. Physical Architecture

a. Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the Point(s) of Interconnection which are established pursuant to this agreement for the delivery of traffic to ***RLEC Acronym TXT***:

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

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 Point of Interconnection is located, in which case such third-party (and not Core) shall pay ***RLEC Acronym TXT*** (any) applicable collocation charges; and/or

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

b. ***RLEC Acronym TXT*** shall have the sole right and discretion to specify any of the following methods for interconnection at any of the Point(s) of Interconnection 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 Point of Interconnection 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 Point of Interconnection 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.

c. Trunk Types.

CORE COMMUNICATIONS, INC. DRAFT ICA PROPOSAL v. 1.0 (August 29, 2005)

–Draft Document for Discussion Purposes Only–

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) Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, ISP-Bound Traffic;

ii. Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Core Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a ***RLEC Acronym TXT*** access; 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).

d. In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

e. One-Way Interconnection Trunks.

i. Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Core to ***RLEC Acronym TXT***, Core, at Core's own expense, shall:

A. provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection; and/or

B. obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection(a) from a third-party, or, (b) if ***RLEC Acronym TXT*** offers such transport pursuant to this Agreement or an applicable ***RLEC Acronym TXT*** Tariff, from ***RLEC Acronym TXT***.

ii. Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from ***RLEC Acronym TXT*** to Core, ***RLEC Acronym TXT***, at ***RLEC Acronym TXT***'s own expense, shall:

A. provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection; and/or

B. obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection(a) from a third-party, or, (b) if Core offers such transport pursuant to this Agreement or an applicable Core Tariff, from Core.

f. Two-Way Interconnection Trunks.

The Parties do not currently use Two-Way Interconnection Trunks. The Parties may, by mutual agreement, establish terms and conditions to govern Two-Way Interconnection Trunks.

4. 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.

5. 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.

6. Transmission and Routing of Telephone Exchange Service Traffic

a. Trunk Group Connections and Ordering.

i. Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

ii. Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

b. Switching System Hierarchy and Trunking Requirements.

For purposes of routing Core traffic to ***RLEC Acronym TXT***, the subtending arrangements between ***RLEC Acronym TXT*** Tandem Switches and ***RLEC Acronym TXT*** End Office Switches shall be the same as the Tandem/End Office subtending arrangements ***RLEC Acronym TXT*** maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate ***RLEC Acronym TXT*** Tandem subtended by the terminating End Office serving the ***RLEC Acronym TXT*** Customer). For purposes of routing ***RLEC Acronym TXT*** traffic to Core, the subtending arrangements between Core Tandem Switches and Core End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Core maintains for the routing of its own or other carriers' traffic.

c. Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.

d. Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 0 of this Attachment.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

Section 251(b)(5) Traffic.

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). The Parties shall exchange Section 251(b)(5) Traffic at the technically feasible Point(s) of Interconnection in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment.

9. Transmission and Routing of Exchange Access Traffic

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.

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

12. Meet-Point Billing Arrangements

Core and ***RLEC Acronym TXT*** will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a ***RLEC Acronym TXT*** access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in ***RLEC Acronym TXT***'s applicable Tariffs. The arrangements described in this Section are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by ***RLEC Acronym TXT***.

- a. In each LATA, the Parties shall establish MPB arrangements for the applicable Core Routing Point/***RLEC Acronym TXT*** Serving Wire Center combinations.
- b. Interconnection for the MPB arrangement shall occur at each of the ***RLEC Acronym TXT*** access Tandems in the LATA, unless otherwise agreed to by the Parties.
- c. Core and ***RLEC Acronym TXT*** will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

d. In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

i. Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

e. The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Core Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination, the MPB billing percentages for transport between the Core Routing Point and the ***RLEC Acronym TXT*** Serving Wire Center shall be calculated in accordance with the formula set forth in Section 0 of this Attachment.

f. Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the ***RLEC Acronym TXT*** Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

g. ***RLEC Acronym TXT*** shall provide Core with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the ***RLEC Acronym TXT*** access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

h. Core shall provide ***RLEC Acronym TXT*** with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

i. All usage data to be provided pursuant to this Attachment shall be sent to the following addresses:

To Core:

Usage Data

Core Communications, Inc.

1010C Industrial Drive

Annapolis, MD 21401

For ***RLEC Acronym TXT***:

Either Party may change its address for receiving usage data by notifying the other Party in writing.

j. Core and ***RLEC Acronym TXT*** shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 0. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

k. Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

l. Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

m. Except as expressly set forth in this Agreement, nothing contained in this Section shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

n. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

o. In the event Core determines to offer Telephone Exchange Services in a LATA in which ***RLEC Acronym TXT*** operates an access Tandem Switch, ***RLEC Acronym TXT*** shall permit and enable Core to subtend the ***RLEC Acronym TXT*** access Tandem Switch(es) designated for the ***RLEC Acronym TXT*** End Offices in the area where there are located Core Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.

p. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

$$a / (a + b) = \text{Core Billing Percentage}$$

and

$$b / (a + b) = \text{***RLEC Acronym TXT*** Billing Percentage}$$

where:

a = the airline mileage between Core Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the ***RLEC Acronym TXT*** Serving Wire Center and the actual point of interconnection for the MPB arrangement.

q. Core shall inform ***RLEC Acronym TXT*** of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Core's delivery of notice to ***RLEC Acronym TXT***, ***RLEC Acronym TXT*** and Core shall confirm the Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination and billing percentages.

13. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Core originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group.

a. When Core delivers translated 8YY calls to ***RLEC Acronym TXT*** for completion to an IXC, Core shall:

i. provide an appropriate EMI record to ***RLEC Acronym TXT*** for processing and Meet Point Billing in accordance with Section 0 of this Attachment; and

ii. bill the IXC the Core query charge associated with the call.

b. When Core delivers translated 8YY calls to ***RLEC Acronym TXT*** or another LEC that is a toll free service access code service provider in the LATA, Core shall:

i. provide an appropriate EMI record to the toll free service access code service provider; and

ii. bill to the toll free service access code service provider the Core's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the Core query charge; and

iii. ***RLEC Acronym TXT*** shall bill applicable Tandem Transit Service charges and associated passthrough charges to Core.

c. When ***RLEC Acronym TXT*** performs the query and delivers translated 8YY calls, originated by ***RLEC Acronym TXT***s or another LEC's Customer to Core in its capacity as a toll free service access code service provider, ***RLEC Acronym TXT*** shall:

i. bill Core the ***RLEC Acronym TXT*** query charge associated with the call as specified in the Pricing Attachment; and

ii. provide an appropriate EMI record to Core; and

iii. bill Core ***RLEC Acronym TXT***s Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.

d. When Core delivers untranslated 8YY calls to ***RLEC Acronym TXT*** for completion to an IXC, ***RLEC Acronym TXT*** shall:

i. query the call and route the call to the appropriate IXC; and

ii. provide an appropriate EMI record to Core to facilitate billing to the IXC; and

iii. bill the IXC the ***RLEC Acronym TXT*** query charge associated with the call and any other applicable ***RLEC Acronym TXT*** charges.

e. When Core delivers untranslated 8YY calls to ***RLEC Acronym TXT*** or another LEC that is a toll free service access code service provider in the LATA, ***RLEC Acronym TXT*** shall:

i. query the call and route the call to the appropriate LEC toll free service access code service provider; and

ii. provide an appropriate EMI record to Core; to facilitate billing to the LEC toll free service access code service provider; and

iii. bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable ***RLEC Acronym TXT*** charges.

f. ***RLEC Acronym TXT*** will not direct untranslated toll free service access code call to Core.

14. Tandem Transit Traffic

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.

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

b. 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.

c. 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 0 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 0.

d. 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.

15. Number Resources, Rate Center Areas and Routing Points

a. Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

b. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Core's choices regarding the size of the local calling area(s) that Core may establish for its

Customers, which local calling areas may be larger than, smaller than, or identical to ***RLEC Acronym TXT***'s local calling areas.

16. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

Joint Network Implementation and Grooming Process.

a. Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

i. standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within ***RLEC Acronym TXT***'s network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

ii. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

iii. disaster recovery provision escalations;

iv. additional technically feasible Point(s) of Interconnection on ***RLEC Acronym TXT***'s network in a LATA as provided in Section 0 of this Attachment; and

v. such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

17. Number Portability - Section 251(B)(2)

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

PRICING ATTACHMENT

1. General

- a. As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- b. 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).

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>
I. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$.001723/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$.002814/MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection		
DS-1 Entrance Facility	\$155.68/Month	Installation – Initial: \$676.43 Additional: \$335.87
DS-3 Entrance Facility	\$975.90/Month	Installation – Initial: \$676.43 Additional: \$335.87

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.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
III. Exchange Access Service		
Interstate	Per Parties' respective FCC exchange access Tariffs.	
Intrastate	Per Parties' respective PAPUC exchange access Tariff.	
IV. End Point Fiber Meet	TBD	
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)		Separate trunks required for IXC subtending trunks
Tandem Transit Switching	\$.000795/MOU	Not Applicable
Tandem-Switched Transport	\$.000144/MOU \$.000003/MOU/Mile	Not Applicable

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 29, 2005

By Federal Express 2Day

Attn: David Cameron
Alltel Pennsylvania Inc.
1 Allied Drive
Little Rock, AR 72202

Re: Request for Negotiations of an Interconnection Agreement

Dear Mr. Cameron:

On behalf of Core Communications, Inc., I am following up on Core's previous request that Alltel Pennsylvania Inc. join Core in good faith negotiations to establish an interconnection agreement. Attached please find Core's initial proposal for an ICA with your company. This proposal is a draft document that is intended solely for discussion purposes. Core reserves the right to modify its proposal in light of your comments, as well as changing circumstances.

If you have any questions about this request, please feel free to contact me at (410) 216-9865. I will contact you (or any counsel as you may designate) to set up a conference call in order to discuss any comments you may have with respect to the proposal.

Sincerely,



Christopher Van de Verg
General Counsel

APPENDIX 4

Chris Van de Verg

From: <Jimmy.Dolan@alltel.com>
To: <chris@coretel.net>
Sent: Tuesday, August 30, 2005 2:18 PM
Attach: Information Request Form1.doc; ALL_Compreh.doc
Subject: Interconnection request

Mr. Van de Verg,

Alltel PA has received your request for an interconnection agreement in the Commonwealth of Pennsylvania. I've attached an Information Request Form and ask that once it's completed that it be returned to my attention via email or fax. I've also attached Alltel's template comprehensive agreement for your review.

Since we are unfamiliar with your company we would appreciate it if you would let us know what types of service that you plan to provide and the Alltel exchanges where you need interconnection.

Jimmy Dolan
Alltel
Contract Negotiations
(501)905-7873 Desk
(501)905-6299 Fax

RECEIVED
MAR 30 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

INTERCONNECTION AGREEMENT INFORMATION REQUEST FORM

TO BE COMPELED FOR EACH INTERCONNECTION AGREEMENT REQUESTED

Please return to: ALLTEL Communications, Inc.
Wholesale Services
One Allied Drive, B4F4Nb
Little Rock, Arkansas 72202
Facsimile: (501) 905-6299

The following information must be provided and certified by a duly authorized officer or attorney of the business entity(ies) which will be named as the executing party(ies) in the Interconnection Agreement (collectively the "Contracting Party").

Please circle the individual state of intended service and operation:

ALABAMA	ARKANSAS	FLORIDA	GEORGIA
KENTUCKY	MISSISSIPPI	MISSOURI	NEBRASKA
NEW YORK	NORTH CAROLINA	OHIO	OKLAHOMA
TEXAS	SOUTH CAROLINA		

1. The exact legal name(s) of the CONTRACTING PARTY which will be legally bound by the Interconnection Agreement.

d/b/a _____

2. The business title and individual name of a duly authorized Officer of the CONTRACTING PARTY with execution authority to bind the CONTRACTING PARTY:

Name: _____

Title: _____

3. The street address(es), telephone and facsimile numbers of CONTRACTING PARTY's principal place(s) of business:

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

4. The state in which the CONTRACTING PARTY is incorporated.

5. The name, street address, telephone number, facsimile number, and email address of the Registered Agent, or other person, authorized to receive legal notice for the CONTRACTING PARTY:

Name: _____

Address: _____

Phone Number: _____
Facsimile: _____
Email Address: _____

6. The name, street address, telephone number, facsimile number, and email address of the person authorized to receive Notices pertaining to the terms of the Interconnection Agreement.

Name: _____
Address: _____
Phone Number: _____
Facsimile: _____
Email Address: _____

7. The name, street address, telephone number, facsimile number, and email address of the person authorized to receive notices regarding Taxes:

Name: _____
Address: _____
Phone Number: _____
Facsimile: _____
Email Address: _____

8. Please provide a 24-hour contact and facsimile number for Network Traffic Management issues.

Phone Number: _____
Facsimile: _____

9. The following documents **must** be provided before agreement will be prepared for execution:

- (a) Please provide copies of the **Articles of Incorporation** for the state in which the CONTRACTING PARTY is incorporated; and
- (b) A copy of the **Certificate of Authority or Certificate of Public Convenience and Necessity** that was granted by the Public Service Commission in the state in which you requesting this agreement.

10. Please provide all supporting documentation if Contracting Party is planning to claim any tax exemptions.

I _____, as _____ / or attorney for
(NAME) (OFFICER'S TITLE)
_____, the CONTRACTING PARTY, do hereby certify that the foregoing
(COMPANY)
information is correct.

Signature: _____
Telephone: _____
Date: _____

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL [COMPANY NAME]

&

LOCAL SERVICE PROVIDER

Local Service Provider
DATE

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

TABLE OF CONTENTS

GENERAL TERMS AND CONDITIONS 1

1.0 INTRODUCTION 1

2.0 EFFECTIVE DATE 1

3.0 INTERVENING LAW 1

4.0 TERM OF AGREEMENT 2

5.0 ASSIGNMENT 3

6.0 CONFIDENTIAL AND PROPRIETARY INFORMATION 3

7.0 LIABILITY AND INDEMNIFICATION 5

 7.1 *Limitation of Liabilities* 5

 7.2 *No Consequential Damages* 5

 7.3 *Obligation to Indemnify* 5

 7.4 *Obligation to Defend; Notice; Cooperation* 6

8.0 PAYMENT OF RATES AND LATE PAYMENT CHARGES 6

9.0 DISPUTE RESOLUTION 8

 9.5 *Conflicts* 11

10.0 INTENTIONALLY LEFT BLANK 11

11.0 NOTICES 11

12.0 TAXES 11

13.0 FORCE MAJEURE 13

14.0 PUBLICITY 13

15.0 NETWORK MAINTENANCE AND MANAGEMENT 14

16.0 LAW ENFORCEMENT AND CIVIL PROCESS 14

 16.1 *Intercept Devices* 14

 16.2 *Subpoenas* 15

 16.3 *Law Enforcement Emergencies* 15

17.0 CHANGES IN SUBSCRIBER CARRIER SELECTION 15

18.0 AMENDMENTS OR WAIVERS 16

19.0 AUTHORITY 16

20.0 BINDING EFFECT 16

21.0 CONSENT 16

22.0 EXPENSES 17

23.0 HEADINGS 17

24.0 RELATIONSHIP OF PARTIES 17

25.0 CONFLICT OF INTEREST 17

26.0 MULTIPLE COUNTERPARTS 17

27.0 THIRD PARTY BENEFICIARIES 17

28.0 REGULATORY APPROVAL 17

29.0 TRADEMARKS AND TRADE NAMES 18

30.0 REGULATORY AUTHORITY 18

31.0 VERIFICATION REVIEWS 18

32.0 COMPLETE TERMS 19

33.0 COOPERATION ON PREVENTING END USER FRAUD 19

34.0 NOTICE OF NETWORK CHANGES 19

35.0 MODIFICATION OF AGREEMENT 20

36.0 RESPONSIBILITY OF EACH PARTY 20

37.0 INTENTIONALLY LEFT BLANK 20

38.0 GOVERNMENTAL COMPLIANCE 20

39.0 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 20

40.0 SUBCONTRACTING 21

Local Service Provider
DATE

**DRAFT COPY - THIS IS NOT AN OFFER, SUBJECT TO RECTIFICATION
FOR DISCUSSION ONLY**

41.0	<u>REFERENCED DOCUMENTS</u>	21
42.0	<u>SEVERABILITY</u>	21
43.0	<u>SURVIVAL OF OBLIGATIONS</u>	22
44.0	<u>GOVERNING LAW</u>	22
45.0	<u>OTHER OBLIGATIONS OF "CLEC ACRONYM TXT"</u>	22
46.0	<u>CUSTOMER INQUIRIES</u>	23
47.0	<u>DISCLAIMER OF WARRANTIES</u>	23
48.0	<u>INTENTIONALLY LEFT BLANK</u>	23
49.0	<u>INTENTIONALLY LEFT BLANK</u>	23
50.0	<u>INTENTIONALLY LEFT BLANK</u>	23
51.0	<u>INTENTIONALLY LEFT BLANK</u>	23
52.0	<u>INTENTIONALLY LEFT BLANK</u>	23
53.0	<u>DEFINITIONS AND ACRONYMS</u>	23
53.1	<i>Definitions</i>	23
53.2	<i>Acronyms</i>	24
54.0	<u>INTENTIONALLY LEFT BLANK</u>	24
55.0	<u>INTENTIONALLY LEFT BLANK</u>	24
56.0	<u>INTENTIONALLY LEFT BLANK</u>	24
58.0	<u>OTHER REQUIREMENTS AND ATTACHMENTS</u>	24
ATTACHMENT 1: INTENTIONALLY LEFT BLANK		26
ATTACHMENT 2: RESALE		27
1.0	<u>GENERAL PROVISIONS</u>	27
2.0	<u>GENERAL OBLIGATIONS</u>	29
3.0	<u>ESTABLISHMENT OF SERVICE</u>	30
4.0	<u>MAINTENANCE OF SERVICES</u>	31
5.0	<u>DISCONTINUANCE OF SERVICE</u>	32
5.1	<i>End User Disconnect Procedures</i>	32
6.0	<u>DISPUTE RESOLUTION</u>	33
6.5	<i>Conflicts</i>	35
7.0	<u>TERMINATION OF SERVICE TO "CLEC ACRONYM TXT"</u>	36
8.0	<u>BILLING AND PAYMENTS</u>	37
9.0	<u>CUSTOMER USAGE DATA</u>	38
ATTACHMENT 3: INTENTIONALLY LEFT BLANK		40
ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE		41
1.0	<u>SCOPE</u>	41
2.0	<u>INTERCONNECTION</u>	41
3.0	<u>SIGNALING REQUIREMENTS</u>	42
4.0	<u>INTERCONNECTION AND TRUNKING REQUIREMENTS</u>	44
4.1	<i>Local Traffic and IntraLATA Toll Traffic</i>	44
4.2	<i>Trunking</i>	44
5.0	<u>NETWORK MANAGEMENT</u>	44
5.1	<i>Protective Protocols</i>	44
5.2	<i>Expansive Protocols</i>	45
5.3	<i>Mass Calling</i>	45
6.0	<u>FORECASTING/SERVICING RESPONSIBILITIES</u>	45
7.0	<u>TRUNK SERVICING</u>	45
ATTACHMENT 5: INTENTIONALLY LEFT BLANK		47
ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNES)		48
1.0	<u>INTRODUCTION</u>	48

Local Service Provider
DATE

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

2.0	<u>UNBUNDLED LOOPS</u>	48
3.0	<u>NETWORK INTERFACE DEVICE (NID)</u>	50
4.0	<u>CROSS-CONNECTS</u>	51
5.0	<u>PROVISIONING/MAINTENANCE OF NETWORK ELEMENTS ON AN UNBUNDLED BASIS</u>	51
6.0	<u>MAINTENANCE OF ELEMENTS</u>	52
7.0	<u>PERFORMANCE OF NETWORK ELEMENTS</u>	53
8.0	<u>PRICING</u>	53
8.5	<i>Recurring Charges</i>	53
8.6	<i>Non-Recurring Charges</i>	54
	<u>EXHIBIT A: PRICE LIST</u>	55
ATTACHMENT 7: PHYSICAL COLLOCATION		56
1.0	<u>GENERAL PROVISIONS</u>	56
2.0	<u>COLLOCATION INTERVALS</u>	57
2.2	<i>Acknowledgment of Floor Space Availability</i>	57
2.3	<i>Buildout Quote Preparation</i>	57
2.4	<i>Quote Acceptance</i>	57
2.5	<i>Completion of Cage Construction</i>	57
3.0	<u>TERMINATION OF COLLOCATION ARRANGEMENT</u>	58
4.0	<u>COLLOCATION SPACE</u>	59
5.0	<u>ENTRANCE FACILITIES AND DEMARCATION POINT</u>	60
6.0	<u>USE OF COLLOCATION SPACE</u>	60
6.4	<i>"CLEC ACRONYM TXT" Access to "CLEC ACRONYM TXT"'s Collocation Space</i>	61
7.0	<u>STANDARDS</u>	63
8.0	<u>RESPONSIBILITIES OF "CLEC ACRONYM TXT"</u>	63
9.0	<u>ASSIGNMENT</u>	64
10.0	<u>CASUALTY LOSS</u>	64
11.0	<u>LIMITATION OF LIABILITY</u>	65
12.0	<u>SERVICES, UTILITIES, MAINTENANCE AND FACILITIES</u>	65
13.0	<u>COMPLIANCE WITH LAWS</u>	66
14.0	<u>RATES AND CHARGES</u>	66
14.2	<i>Application Fee</i>	66
14.3	<i>Subsequent Application Fee</i>	66
14.4	<i>Buildout Space Preparation Fee</i>	66
14.5	<i>Cable Installation Fee</i>	66
14.6	<i>Cable Support Structure</i>	67
14.7	<i>Floor Space</i>	67
14.8	<i>Power</i>	67
14.9	<i>Security Escort</i>	67
15.0	<u>INSURANCE</u>	67
15.2	<i>Types of Coverage and Limits</i>	67
16.0	<u>ALLTEL'S RIGHT OF WAY</u>	69
ATTACHMENT 8: VIRTUAL COLLOCATION		70
1.0	<u>SERVICE DESCRIPTION</u>	70
2.0	<u>GENERAL PROVISIONS</u>	70
2.2	<i>Title</i>	70
3.0	<u>LIMITATIONS ON PROVISION OF SERVICE</u>	72
4.0	<u>ORDERING SERVICES</u>	73
5.0	<u>SERVICE ACTIVATION</u>	73
6.0	<u>TRAINING</u>	74
7.0	<u>INSPECTIONS</u>	74
8.0	<u>MAINTENANCE</u>	74
9.0	<u>INSURANCE AND LIABILITY REQUIREMENTS</u>	75
10.0	<u>RATE ELEMENTS</u>	75

Local Service Provider
DATE

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

EXHIBIT A: 77
COLLOCATION PRICING 77
EXHIBIT B 78
BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS 78

ATTACHMENT 9: DIRECTORIES 79

1.0 INTRODUCTION 79
2.0 SERVICE PROVIDED - RESALE 79
3.0 SERVICE PROVIDED - OTHER 80
4.0 LIMITATION OF LIABILITY AND INDEMNIFICATION 82
5.0 PRICING 82
EXHIBIT A: DIRECTORIES PRICE LIST 83

ATTACHMENT 10: INTENTIONALLY LEFT BLANK 86

ATTACHMENT 11: INTENTIONALLY LEFT BLANK 87

ATTACHMENT 12: COMPENSATION 88

1.0 INTRODUCTION 88
2.0 RESPONSIBILITIES OF THE PARTIES 88
3.0 RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC 88
4.0 RECIPROCAL COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TRAFFIC 89
5.0 BILLING ARRANGEMENTS FOR COMPENSATION FOR TERMINATION OF INTRALATA, LOCAL TRAFFIC 89
6.0 ALTERNATE BILLED TRAFFIC 90
7.0 ISSUANCE OF BILLS 90

ATTACHMENT 13: NUMBERING 91

1.0 NUMBERING 91
2.0 NXX MIGRATION 91

ATTACHMENT 14: NUMBER PORTABILITY 92

1.0 SERVICE PROVIDER NUMBER PORTABILITY (SPNP) 92
2.0 TERMS, CONDITIONS UNDER WHICH ALLTEL WILL PROVIDE SPNP 92
3.0 OBLIGATIONS OF "CLEC ACRONYM TXT" 93
4.0 OBLIGATIONS OF BOTH PARTIES 93
5.0 LIMITATIONS OF SERVICE 93
6.0 SERVICE PROVIDER NUMBER PORTABILITY (SPNP) BONA FIDE REQUEST (BFR) PROCESS 94

ATTACHMENT 15: INTENTIONALLY LEFT BLANK 95

ATTACHMENT 16: INTENTIONALLY LEFT BLANK 96

ATTACHMENT 17: INTENTIONALLY LEFT BLANK 97

ATTACHMENT 18: PERFORMANCE MEASURES 98

1.0 GENERAL 98
2.0 INTERCONNECTION 98
 2.1 *Trunk Provisioning Intervals* 98
 2.2 *Trunking Grade of Service* 98
 2.3 *Trunk Service Restoration* 99
3.0 MAINTENANCE INTERVALS 99
4.0 LOCAL SERVICE PROVISIONING INTERVALS 99
 4.1 *Local Service Request (LSR)* 99
 4.2 *Local Service Request Confirmation (LSCN)* 99
 4.3 *Performance Expectation* 100

Local Service Provider
DATE

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS 101
ATTACHMENT 20: DEFINITIONS 102
ATTACHMENT 21: ACRONYMS 106
APPENDIX A – BILLING DISPUTE FORM 108

Local Service Provider
DATE

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

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

Local Service Provider
DATE

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

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, 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 resort to a commercial provider of arbitration services.
- 4.4 If, as of the expiration of this Agreement, 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.
- 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) 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,

Local Service Provider
DATE

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

Local Service Provider
DATE

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

Local Service Provider

DATE

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

deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

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

7.2 No Consequential Damages

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

7.3 Obligation to Indemnify

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

Local Service Provider
DATE

*D. SERVICE PROVIDER - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY*

- 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 Indemnitee. 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

Local Service Provider
DATE

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.
- 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.
- 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.
- 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.

Local Service Provider
DATE

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

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 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.

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.

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

Local Service Provider
DATE

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

Local Service Provider
DATE

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**

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (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.

Local Service Provider
DATE

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

9.4.3 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).

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

Local Service Provider
DATE .

- 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 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:

Local Service Provider
DATE

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

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

Local Service Provider
DATE

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.
- 15.0 Network Maintenance and Management**
- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.
- 15.2.1 **24 Hour Network Management Contact:**
- For Alltel:**
- | | |
|---------------------------------|--------------|
| <u>Contact Number:</u> | 330-650-7900 |
| <u>Facsimile Number:</u> | 330-650-7918 |
- For "CLEC ACRONYM TXT":**
- | | |
|---------------------------------|-------|
| <u>Contact Number:</u> | _____ |
| <u>Facsimile Number:</u> | _____ |
- 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

Local Service Provider
DATE

extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

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

16.3 Law Enforcement Emergencies

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

16.4 The Parties will provide five (5) 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 Either Party can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.

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

17.4 Subject to applicable rules, orders, and decisions, Alltel will provide "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

Local Service Provider
DATE

by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

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

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

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

17.4.4 If the Parties do not agree that "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 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.

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.

Local Service Provider
DATE

22.0 Expenses

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

23.0 Headings

23.1 The headings 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.

Local Service Provider
DATE

LET COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY

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

Local Service Provider
DATE

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.

34.0 Notice of Network Changes

Local Service Provider
DATE

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

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 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.

37.0 INTENTIONALLY LEFT BLANK

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

Local Service Provider
DATE

- 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

Local Service Provider
DATE

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").

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 the applicable Alltel tariff.

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.

Local Service Provider
DATE

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.**

48.0 **INTENTIONALLY LEFT BLANK**

49.0 **INTENTIONALLY LEFT BLANK**

50.0 **INTENTIONALLY LEFT BLANK**

51.0 **INTENTIONALLY LEFT BLANK**

52.0 **INTENTIONALLY LEFT BLANK**

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.

Local Service Provider
DATE

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

53.2 Acronyms

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

54.0 INTENTIONALLY LEFT BLANK

55.0 INTENTIONALLY LEFT BLANK

56.0 INTENTIONALLY LEFT BLANK

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.

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***

- 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

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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

Local Service Provider
DATE

*DISCRAFT COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY*

"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.,

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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

Local Service Provider
DATE

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

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

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

- 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.

Local Service Provider
DATE

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.

4.00
0.00
1.00
0.00

1.00
0.00

Local Service Provider
DATE

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

ATTACHMENT 3: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE**1.0 Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. 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, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's end user customer, 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".

2.0 Interconnection

- 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, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's end 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.

Local Service Provider
DATE

*DISCLOSURE COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY*

- 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 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 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 where 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, additional trunking shall only be required by the Party whose trunking has 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.
- 2.2 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.

3.0 **Signaling Requirements**

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for

Local Service Provider
DATE

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 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.

Local Service Provider
DATE

4.0 **Interconnection and Trunking Requirements**

4.1 **Local Traffic and IntraLATA Toll Traffic**

4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:

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

4.1.1.2 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**

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.

5.0 **Network Management**

5.1 **Protective Protocols**

Local Service Provider
DATE

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

5.2 Expansive Protocols

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

5.3 Mass Calling

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

6.0 Forecasting/Serviceing Responsibilities

- 6.1 Both Parties agree to provide 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.

7.0 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.

Local Service Provider
DATE

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

- 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.

Local Service Provider
DATE

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

ATTACHMENT 5: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

***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 Alltels 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 Alltels 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 Alltels 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

Local Service Provider
DATE

- 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.
- 2.3.1 2-Wire Analog
- 2.3.2 2-Wire Digital
- 2.3.3 DS1
- 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 excess 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

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

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

- 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.

Local Service Provider
DATE

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

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

Local Service Provider
DATE

*DO NOT SIGN THIS COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY*

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.

Local Service Provider
DATE

DRAFT COPY - NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY

Exhibit A: Price List

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

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

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

- 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

Local Service Provider
DATE

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

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

Local Service Provider
DATE

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

Local Service Provider
DATE

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

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

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:

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

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

- 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.

Local Service Provider
DATE

- 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).

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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

Local Service Provider
DATE

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.

Local Service Provider
DATE

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

Local Service Provider
DATE

(\$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.

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

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

- 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.

Local Service Provider
DATE

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.

Local Service Provider
DATE

- 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.

Local Service Provider
DATE

*DEAF COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY*

Exhibit A:
Collocation Pricing

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

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

- 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"

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

**DRAFT COPY - NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY**

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	Eclectic	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/Elijay	6.35	9.53	636

Local Service Provider
DATE

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

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	Tryon	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

Local Service Provider
DATE

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

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

Local Service Provider
DATE

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

ATTACHMENT 10: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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

ATTACHMENT 11: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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

ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Local Traffic, 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 A Party will notify the other of the date when its first commercial call is terminated to the other Party pursuant to this Attachment.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.
- 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 will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.

Local Service Provider
DATE

- 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.

4.0 Reciprocal 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 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.
- 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

- 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.
- 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.

Local Service Provider
DATE

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.

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

3/28/01

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

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

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 Alltels 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.
- 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”

Local Service Provider
DATE

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

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

Local Service Provider
DATE

- 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 its switches located in the MSAs. Alltel will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch.
- 6.3 A 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

Local Service Provider
DATE

***DRAFT COPY - THIS IS NOT FOR FINAL USE, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY***

ATTACHMENT 16: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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

ATTACHMENT 17: INTENTIONALLY LEFT BLANK

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

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)

Local Service Provider
DATE

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.

Local Service Provider
DATE

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

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.

Local Service Provider
DATE

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

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.

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

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

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

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

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

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

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

"Customer Proprietary Network Information" or "CPNI" means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any

Local Service Provider
DATE

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

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.

"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.

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

"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.

Local Service Provider
DATE

"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.

"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.

"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.

Local Service Provider
DATE

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

“**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.

Local Service Provider
DATE

**EXHIBIT COPY - THIS IS NOT AN OFFER, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY**

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

Local Service Provider
DATE

SONET	Synchronous Optical Network
SPNP	Service Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part

Local Service Provider
DATE

***DRAFT COPY – THIS IS NOT A FINAL COPY, SUBJECT TO MODIFICATION
FOR DISCUSSION ONLY***

APPENDIX A – Billing Dispute Form

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

Local Service Provider
DATE

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

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

Local Service Provider
DATE

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



APPENDIX 5

Subject: Re: Interconnection request
From: chris@coretel.net
Date: Mon, 12 Sep 2005 09:47:11 -0400
To: Jimmy.Dolan@alltel.com
CC: chris@coretel.net

Jimmy,

Could we set up a time to discuss Core's ICA proposal as well as Alltel's over the phone?

I would propose this Friday, 9/16, or the following Monday, 9/16.

Thanks,
--Chris

Quoting Jimmy.Dolan@alltel.com:

Mr. Van de Verg,

Alltel PA has received your request for an interconnection agreement in the Commonwealth of Pennsylvania. I've attached an Information Request Form and ask that once it's completed that it be returned to my attention via email or fax. I've also attached Alltel's template comprehensive agreement for your review.

Since we are unfamiliar with your company we would appreciate it if you would let us know what types of service that you plan to provide and the Alltel exchanges where you need interconnection.

Jimmy Dolan
Alltel
Contract Negotiations
(501)905-7873 Desk
(501)905-6299 Fax

This mail sent through IMP: <http://horde.org/imp/>

RECEIVED

MAR 30 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX 6

Subject: Re: Interconnection request
From: "Chris Van de Verg" <chris@coretel.net>
Date: Tue, 20 Sep 2005 13:49:34 -0400
To: Jimmy.Dolan@alltel.com

alltel StationeryJimmy,

Can we set up a time to discuss our client's specific concerns with each other's proposals? In answer to your initial question, there are no specific limitations on the services we plan to provide.

I am generally available throughout next week, 9/26-9/30.

Thanks,
--Chris

----- Original Message ----- From: Jimmy.Dolan@alltel.com
To: chris@coretel.net
Sent: Tuesday, August 30, 2005 3:18 PM
Subject: Interconnection request

Mr. Van de Verg,

Alltel PA has received your request for an interconnection agreement in the Commonwealth of Pennsylvania. I've attached an Information Request Form and ask that once it's completed that it be returned to my attention via email or fax. I've also attached Alltel's template comprehensive agreement for your review.

Since we are unfamiliar with your company we would appreciate it if you would let us know what types of service that you plan to provide and the Alltel exchanges where you need interconnection.

Jimmy Dolan
Alltel
Contract Negotiations
(501)905-7873 Desk
(501)905-6299 Fax

RECEIVED

MAR 30 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX 7

Subject: RE: Interconnection request
From: Jimmy.Dolan@alltel.com
Date: Tue, 20 Sep 2005 13:21:04 -0500
To: chris@coretel.net

Chris,

if you have proposed language changes to Alltel's template agreement, please provide them via redline. Once your redlines are received they will be reviewed internally and then we can schedule a call. I have your proposed ICA but Alltel will only negotiate from its standard agreement.

Jimmy Dolan
Alltel
Contract Negotiations
(501)905-7873 Desk
(501)905-6299 Fax

RECEIVED

MAR 30 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

-----Original Message-----
From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, September 20, 2005 12:50 PM
To: Dolan, Jimmy
Subject: Re: Interconnection request

alltel StationeryJimmy,

Can we set up a time to discuss our client's specific concerns with each other's proposals? In answer to your initial question, there are no specific limitations on the services we plan to provide.

I am generally available throughout next week, 9/26-9/30.

Thanks,
--Chris

----- Original Message ----- From: Jimmy.Dolan@alltel.com
To: chris@coretel.net
Sent: Tuesday, August 30, 2005 3:18 PM
Subject: Interconnection request

Mr. Van de Verg,

Alltel PA has received your request for an interconnection agreement in the Commonwealth of Pennsylvania. I've attached an Information Request Form and ask that once it's completed that it be returned to my attention via email or fax. I've also attached Alltel's template comprehensive agreement for your review.

Since we are unfamiliar with your company we would appreciate it if you would let us know what types of service that you plan to provide and the Alltel exchanges where you need interconnection.

Jimmy Dolan
Alltel
Contract Negotiations
(501)905-7873 Desk
(501)905-6299 Fax

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, ALLTEL requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.