Commercial Mobile Radio Services

Interconnection Agreement

Between

ALLTEL Communications Service Corporation

&

U. S CELLULAR CORPORATION

For

Nebraska

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&

U. S. Cellular Corporation

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INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is entered between, U.S. Cellular Corporation ("U.S. Cellular") a Delaware corporation with offices at 8410 W Bryn Mawr Ave., Suite 700 Chicago, Illinois 60631, and ALLTEL Communications Services Corporation ("ALLTEL") a Delaware corporation, having an office at One Allied Drive, Little Rock, Arkansas, 72202, for and on behalf of the affiliated local exchange carriers identified in Attachment 1: ALLTEL Affiliated Local Exchange Carriers (collectively the Parties).

WHEREAS, ALLTEL is a Local Exchange Carrier in the state of Nebraska,

WHEREAS, U.S. Cellular Corporation is a Commercial Mobile Radio Service provider in Nebraska,

WHEREAS, pursuant to the Telecommunications Act of 1934, as amended (the Act), and other applicable laws, the Parties desire to enter into an agreement for the interconnection of their networks and reciprocal compensation for the termination of Local Traffic,

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

1.0 Introduction

1.1 This Agreement sets forth the terms, conditions and prices under which ALLTEL agrees to provide Interconnection to U.S. Cellular. Further this Agreement sets forth the terms, conditions, and prices under which U.S. Cellular will provide Interconnection and other services to ALLTEL, where applicable. This Agreement also sets forth the terms and conditions for the interconnection of the Parties' networks and for the reciprocal compensation for the transport and termination of telecommunications services between the Parties.

1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

2.0 Effective Date

2.1 The "Effective Date" of this Agreement is June 14, 2000

3.0 Intervening Law

3.1 This Agreement is entered into as a result of private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

4.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of one (1) year from the Effective Date of this Agreement, and thereafter the Agreement shall renew for successive one (1) year terms, unless and until terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party. Such written notice shall be provided at least sixty (60) days in advance of the date of termination, provided, however, that no such termination shall be effective prior to the date one (1) year from the Effective Date of this Agreement.

4.3 By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.

4.4 A Party may terminate this Agreement without penalty or liability other than for amounts owed as of the date of termination, by giving the other Party written notice of its desire to terminate at least thirty (30) days prior to the intended date of termination if:

(i). the other Party makes an assignment for the benefit of creditors; or

(ii). the other Party makes an unauthorized assignment of this Agreement.

(iii) the other Party fails to perform any of its obligations under this Agreement in any material respect, and such material failure continues without remedy for a period of thirty (30) days after written notice is given by the non-defaulting Party to the defaulting Party.

4.5 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices in this Agreement will continue in effect, as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. If the Parties are actually in arbitration or mediation before the appropriate Commission or FCC prior to the expiration of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.

4.6 The Parties agree to resolve any disputed matter relating to this Agreement pursuant to Section 9.0 Dispute Resolution.

4.7 Upon either Party's written request, the Party providing service shall fully cooperate in effecting an orderly and efficient transition of any services to another vendor. During any such transition, the Party providing service warrants that the level and quality of the services will not be degraded and that it shall exercise its best, commercially reasonable efforts to effect an orderly and efficient transition. To the extent that such transition is not completed by the expiration date of this Agreement, the Party providing service shall continue to provide the service to be discontinued at then effective rates, until such time as written notice is given that the transition is complete.

5.0 Assignment

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

5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment

6.0 Confidentiality and Proprietary Information

6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, or network information given by one Party (the "Discloser") to the other (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement ("Confidential Information"). Such Confidential Information will automatically be deemed proprietary to the Discloser and subject to this Section 6.0, unless otherwise confirmed in writing by the Discloser. All other information, which is indicated and marked, as Confidential Information at the time of disclosure shall also be, treated as Confidential Information under Section 6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than (a) its employees having a need to know for the purpose of performing under this Agreement, and (b) agents, including without limitation, attorneys, who are under a legal obligation to maintain the confidentiality of disclosures, 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 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

6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge 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 negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

7.2 No Consequential Damages

NEITHER U.S. CELLULAR NOR ALLTEL WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIMS. NOTHING CONTAINED IN THIS SECTION WILL LIMIT ALLTEL'S OR U.S. CELLULAR'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY ALLTEL"S OR U.S. CELLULAR'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES.

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; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

7.3.2 Each Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that 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 other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.

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

7.3.4 When the lines or services of 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 rights or ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights or other rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court

costs, and any settlement or damages awarded a third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

8.1 The Parties agree to pay all undisputed rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.

8.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in 8.3 below, shall apply.

8.2 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

8.3 The Parties agree 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 0.000325, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 **Notice of Disputes**

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

9.1.1 **Billing Disputes**

A Party must submit reasonable and valid billing disputes ("Billing Disputes") to the other Party within twelve (12) months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") are:

9.1.1.1 incorrect rate;

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

9.1.1.3 service did/does not exist;

9.1.1.4 invalid factors;

9.1.1.5 incorrect customer being billed;

9.1.1.6 invalid PON;

9.1.1.7 backbilling; or

9.1.1.8 late receipt of an invoice.

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 Statue 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 or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in Section 9.3. The Parties will endeavor to informally resolve the dispute within ninety (90) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of a dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate sooner than ninety (90) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that any disputes not resolved pursuant to the informal procedure set forth in Section 9.3, which involve amounts which represent $50,000 or less annually, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute, will be submitted to binding arbitration pursuant to the provisions of Section 9.6. During the first contract year the Parties will annualize the initial months up to one year.

9.4.2 The Parties agree that any disputes not resolved pursuant to the informal procedures set forth in Section 9.3 which involve amounts which represent more than $50,000 annually, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such

disputes may also be submitted to binding arbitration pursuant to Section 9.6. During the first contract year the Parties will annualize the initial months up to one year.

9.4.3 The Parties agree that all undisputed billed amounts are to be paid when due, and that interest shall apply to all overdue undisputed invoices as set forth in the General Terms and Conditions, Section 8.0 of this Agreement. The Parties agree that the disputing Party may withhold payments of any disputed charges until the Parties resolve the Billing Dispute. The Parties further agree that if any Billing Dispute is resolved in favor of the non-disputing Party, the non-disputing Party shall receive interest applied to the disputed amount as set forth in the General Terms and Conditions, Section, 8.0 of this Agreement.

9.5 **Conflicts**

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

9.6 **Arbitration**

9.6.1 Any disputes involving amounts which represent $50,000 or less annually, not resolved pursuant to the informal dispute resolution procedures set forth in Section 9.3 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.

9.6.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in the state capitol of the state where the interconnection services are provided. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.7 **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).

10.0 Termination of Service to U.S. Cellular

10.1 Failure of U.S. Cellular to pay undisputed charges shall be grounds for termination of this Agreement. If U.S. Cellular fails to pay when due, any undisputed charges billed to them under this Agreement (Undisputed Unpaid Charges), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, ALLTEL will notify U.S. Cellular in writing that in order to avoid having service disconnected, U.S. Cellular

must remit all Undisputed Unpaid Charges to ALLTEL within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9 of this Agreement.

10.2 ALLTEL may discontinue service to U.S. Cellular upon failure to pay Undisputed Unpaid Charges as provided in this Section, and will have no liability to U.S. Cellular in the event of such disconnection. Provided, however, ALLTEL will not discontinue any service or terminate this Agreement for U.S. Cellular's failure to pay Undisputed Unpaid Charges, unless U.S. Cellular fails to pay such Undisputed Unpaid Charges within thirty (30) days of its receipt of the Termination Notice.

10.3 After disconnect procedures have begun, ALLTEL will not accept service orders from U.S. Cellular until all Undisputed Unpaid Charges are paid in full, in immediately available funds. ALLTEL will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to U.S. Cellular after disconnect for nonpayment.

11.0 Notices

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

To ALLTEL:

Staff Manager – CMRS Interconnection
Mailstop: IV4ELRE
One Allied Drive
Little Rock, Arkansas 72202

To U.S. Cellular:
James M. Naumann
U.S. Cellular
8410 W. Bryn Mawr Ave., Suite 700
Chicago. IL 60631

Copy to:
Stephen P. Fitzell, Esquire
Sidley Austin Brown & Wood LLP
Bank One Plaza
10 S. Dearborn Plaza
Chicago, IL 60603

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

12.0 Taxes

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

surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

12.2 Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation from the appropriate taxing authority. Failure to timely provide said tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.

12.3 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.

12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed and submitted to the purchasing Party, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.

12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12, will be made in writing and will be delivered by certified mail, and sent to the addresses stated below:

To ALLTEL:

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

Copy to:

Staff Manager-CMRS Interconnection
Mailstop: B4F3NE
One Allied Drive
Little Rock, AR 72202

To U.S. Cellular:
James M. Naumann
U.S. Cellular
8410 W. Bryn Mawr Ave., Suite 700
Chicago. IL 60631

Copy to:
Stephen P. Fitzell, Esquire
Sidley Austin Brown & Wood LLP
Bank One Plaza
10 S. Dearborn Plaza
Chicago, IL 60603

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 12.7. Any notices or other communications will be deemed to be given when received.

13.0 Force Majeure

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

14.0 Publicity

14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other'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 Reserved For Future Use

16.0 Law Enforcement and Civil Process

16.1 **Intercept Devices**

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

16.2 **Subpoenas**

If a Party receives a subpoena for information concerning an end user 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, as interpreted by the Party. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims..

17.0 Year 2000 Compliance

17.1 In the event that the provision of the services provided under this Agreement do not function in a manner that correctly process date and date dependent data (including, but not limited to calculating, comparing, and sequencing) within and between the 20th and 21st centuries, including the creating, storing, and/or processing of records related to and including the Year 2000 and thereafter and, as a result, U.S. Cellular's wireless network services, billing or other internal systems do not function properly or ALLTEL experiences outages or interruptions of the services provided under this Agreement, the root cause of which originates in the U.S. Cellular wireless network or U.S. Cellular's billing or internal systems and U.S. Cellular is responsible for such failure, ALLTEL's sole and exclusive remedy shall be that U.S. Cellular will, within a commercially reasonable period of time and at no cost to ALLTEL, cause the services to meet the requirements of this Section. ALLTEL agrees that U.S. Cellular shall not be responsible or liable for any Year 2000 failures that result form or are caused by any services, software, equipment, firmware, and/or hardware for which the U.S. Cellular is not responsible.

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. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; and, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

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

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other nor to act as an agent for the other 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 and with any regulatory agency to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

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

29.0 Trademarks and Trade Names

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

30.0 Regulatory Authority

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

31.0 Reserved for Future Use

32.0 Verification Reviews

32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

32.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any

errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. One and one-half (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed twelve (12) months from the date the audit began, to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9.0 of this Agreement.

32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.

32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.

32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement, as are the principles). The Parties will bear their own reasonable expenses associated with this inspection. Subsequent audits will be scheduled when and if cause is shown.

32.9 Information obtained or received by a Party in conducting the inspections described in Section 32.0 shall be subject to the confidentiality provisions of Section 6.0 of this Agreement.

33.0 Complete Terms

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

34.0 Reserved For Future Use

35.0 Reserved For Future Use

36.0 Reserved For Future Use

37.0 Responsibility of Each Party

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely

responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38.0 Reserved For Future Use

39.0 Governmental Compliance

39.1 The Parties agree that each 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. Each Party agrees to indemnify, defend, (at the other Party's request) and save harmless the other, 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 remedy environmental contamination.

40.0 Management Contracts

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

41.0 Subcontracting

41.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's own subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 Referenced Documents

42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, U.S. Cellular Practice, ALLTEL Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical

publication, U.S. Cellular Practice, ALLTEL Practice, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the effective date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

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

44.0 Survival of Obligations

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

45.0 Governing Law

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

46.0 Reserved For Future Use

47.0 Reserved For Future Use

48.0 Disclaimer of Warranties

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

49.0 Definitions and Acronyms

49.1 **Definitions**

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

49.2 **Acronyms**

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

50.0 Reserved For Future Use

51.0 Reserved For Future Use

52.0 Certifications Requirements

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

53.0 Other Requirements and Attachments

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

53.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any 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 the remainder of this Agreement, except as may be necessary to interpret the Attachment.

ATTACHMENTS

Attachment 1: ALLTEL Affiliated Local Exchange Carriers
Attachment 2: Network Interconnection Architecture
Attachment 3: Billing, Compensation, and Charges
Attachment 4: Pricing
Attachment 5: Reserved For Future Use
Attachment 6: Reserved For Future Use
Attachment 7: Reserved For Future Use
Attachment 8: Definitions
Attachment 9: Acronyms

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2000.

U.S. Cellular Corporation:

Hicham Gannaoui
Print Name

Sign Name: Date

Vice President – Operations
Position/Title
U.S. Cellular Corporation

ALLTEL Communications Service Corporation:

Michael D. Rhoda
Print Name

Sign Name: Date 11/22/04

V.P. Business Development
Position/Title
ALLTEL Communications Service Corporation

Attachment 1: ALLTEL Affiliated Local Exchange Carriers

This Attachment 1: ALLTEL Affiliated Local Exchange Carriers sets forth ALLTEL affiliated local exchange carriers for which this Agreement is applicable.

ALIANT COMMUNICATIONS CO. (D/B/A ALLTEL)

Attachment 2: Network Interconnection Architecture

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

1.0 Network Architecture

1.1 Interconnection Facilities

1.1.1 Type 1

Facilities that provide a trunk side connection (line side treatment) between an ALLTEL end office and U.S. Cellular's Mobile Switching Center ("MSC"). Type 1 facilities provide the capability to access all ALLTEL local end offices within the LATA, Third Party Providers, 800/888 traffic, 911/E911 traffic, Operator Services traffic, and Directory Assistance traffic.

1.1.2 Type 2A

Facilities that provide a trunk side connection between U.S. Cellular's MSC and an ALLTEL tandem. Type 2A facilities provide the capability to access all ALLTEL end offices and third party providers subtending the ALLTEL tandem.

1.1.3 Type 2B

Facilities that provide a trunk side connection from a U.S. Cellular's MSC to an ALLTEL end office. Type 2B facilities provide the capability to access only subscribers served by that end office.

1.1.4 Equal Access Facilities

Facilities that provide a trunk side connection between U.S. Cellular's MSC and an ALLTEL Access Tandem. Equal Access Trunks provide the capability to access Interexchange Carriers (IXCs).

1.2 U.S. Cellular may develop additional points of presence other than the actual location of their MSC through the use of either ALLTEL's Special Access facilities, their own facilities, or facilities of a third party.

1.3 U.S. Cellular shall provide ALLTEL with an annual forecast of intended mobile to land usage for each point of interconnection. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

1.4 **Facility Location**

1.4.1 **Technical Feasibility**

1.4.1.1 As required by Section 251 of the Act, U.S. Cellular may interconnect with ALLTEL's network at any technically feasible point.

1.4.2 **Incumbent LEC Requirement**

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by ALLTEL in those areas where ALLTEL is not the Incumbent LEC.

1.5 **Additional Interconnection Methods Available to U.S. Cellular**

1.5.1 U.S. Cellular may provide its own facilities and transport for the delivery of traffic from its MSC to the interconnection point on ALLTEL's network. Alternatively, U.S. Cellular may purchase an entrance facility and transport from a third party or from ALLTEL for the delivery of such traffic. Rates for entrance facilities and transport purchased from ALLTEL are specified in the applicable interstate or intrastate Access Tariff.

1.5.2 U.S. Cellular may request other forms of interconnection (e.g. SONET Based Interconnection, Mid Span Meet) pursuant to the Special Request process detailed in Section 4.1.

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

1.6 **Interconnection Methods Available to ALLTEL**

1.6.1 ALLTEL may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on U.S. Cellular's network. Alternatively, ALLTEL may purchase an entrance facility and transport from a third party or from U.S. Cellular for the delivery of such traffic.

1.6.2 ALLTEL may request other forms of interconnection (e.g. SONET Based Interconnection, Mid Span Meet Point) pursuant to the Special Request process detailed in Section 4.1.

1.6.3 The Parties may share U.S. Cellular's interconnection facilities at the rates specified in Attachment 4: Pricing. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Attachment 4: Pricing.

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

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

1.7.2 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new

software or otherwise so long as such upgrades or modifications are not inconsistent with the Parties obligations under the terms of this Agreement.

1.7.3 The Parties agree to comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time regarding notifications, network changes, upgrades, and/or modifications.

1.7.4 Each Party will be solely responsible, at its own expense for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities. Each Party agrees to waive nonrecurring charges associated with either Party's initiated rehoming of facilities, provided, however, that each Party shall be responsible for any other costs associated with the reconfiguration of its network.

2.0 Transmission & Routing

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic and Transiting Traffic. The standard configuration for CMRS interconnection trunking arrangements will be on a two-way basis at either the Tandem or the End Office.

2.1 Basic Terms

2.1.1 Mobile to Land Traffic

2.1.1.1 U.S. Cellular shall be responsible for the delivery of traffic from its network to ALLTEL's network at the appropriate point of interconnection for the transport and termination of such traffic by ALLTEL to an ALLTEL end user or for delivery by ALLTEL to a third party provider.

2.1.1.2 Unless U.S. Cellular elects to provision its own facilities under Section 1.5, ALLTEL shall provide the physical plant facilities that interconnect U.S. Cellular's point of interconnection with ALLTEL's point of interconnection. ALLTEL shall provision mobile to land connecting facilities for U.S. Cellular under the prices, terms and conditions specified in ALLTEL FCC #1 Tariff.

2.1.2 Land to Mobile Traffic

2.1.2.1 ALLTEL shall be responsible for the delivery of traffic from its network to U.S. Cellular's network at the appropriate point of interconnection for the transport and termination of such traffic by U.S. Cellular to the handset of a U.S. Cellular end user.

2.1.2.2 Unless ALLTEL elects to have U.S. Cellular or a third party provision facilities under Section 1.6, ALLTEL shall provide the physical plant facilities that interconnect ALLTEL's point of interconnection with U.S. Cellular's point of interconnection. ALLTEL shall be responsible for the physical plant facility from its network to the appropriate point of interconnection.

2.1.3 Traffic To Third Party Providers

A Party may utilize the network of the other Party for transit traffic to a third Party if both the originating Party and the third Party have established trunk connections with the transiting Party's switch. The Parties shall compensate each other for traffic that transits

their respective systems to any third party provider, as specified in Attachment 4: Pricing. The Parties agree to enter into their own agreements with third party providers. ALLTEL agrees that it will not block traffic involving third party providers with whom U.S. Cellular has not reached agreement. In the event that U.S. Cellular does send traffic through ALLTEL's network to a third party provider with whom U.S. Cellular does not have a traffic interchange agreement, then U.S. Cellular agrees to indemnify ALLTEL for any termination charges rendered by a third party provider for such traffic.

2.1.4 **Signaling**

ALLTEL will provide at U.S. Cellular's request and where technically available Signaling System 7 ("SS7") in order to accommodate out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. When ALLTEL provides SS7 Signaling services directly to U.S. Cellular, ALLTEL shall provide such service at the then prevailing rates. These rates are for the use of ALLTEL STPs in the completion of mobile to land traffic. Charges for STP bridge links and port terminations used when connection is required between U.S. Cellular's and ALLTEL's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Attachment 4: Pricing. U.S. Cellular may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with ALLTEL using a third party provider's SS7 network, providing that the third party has established SS7 interconnection with ALLTEL.

2.1.5 **Indirect Network Interconnection**

When the Parties interconnect their networks indirectly, via a third LEC's tandem, the Parties agree that until the Parties are technically able to record and distinguish such traffic, or such traffic exceeds 25,000 minutes of use (MOU) per month, each Party will bill its own end users and retain the invoiced amounts rather than submitting an invoice to the other Party. However, when the Parties are technically able to record and distinguish traffic, then compensation shall be in accordance with the terms of this Agreement, unless an inter-LEC Settlement method exists which includes this type of traffic. Such a Settlement method may make compensation between the Parties unnecessary. The originating Party agrees to pay any transit charges that may be assessed by an intermediary LEC. The compensation arrangement for indirect interconnection shall be subject to renegotiations on the request of either Party if an intermediary LEC whose facilities or services are used in the performance of transport and termination in connection with this traffic changes the applicable rates, terms, or conditions of those intermediary services. Neither Party shall deliver 1) traffic destined to terminate at the other Party's end office via another LEC's end office; or 2) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

3.0 Ordering

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

providing Party's non-compliant delivery of connecting facility by the specified due date shall be a refund of nonrecurring charges of the connecting facility to the other Party.

3.2 **Special Requests**

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

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

3.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to Attachment 3: Billing, Compensation, and Charges, Section 3.3.3 therein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

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

4.0 Network Maintenance & Management

4.1 The Parties will work cooperatively to install and maintain a reliable network in order to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

4.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (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.

4.2.1 **24 Hour Network Management Contact**:

For ALLTEL:

Contact Number:	330-650-7900
Facsimile Number:	330-650-7918

For U.S. Cellular:

Contact Number: 865-777-7650
Facsimile Number: N/A

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

4.4 Either Parties' use of any of the other Party's facilities, or of its own equipment or that of a third party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public.

4.5 After written notice and 30 days opportunity to cure, the Party whose facilities are being used may discontinue or refuse to provide service to the other Party if the Party using the facilities breaches Sections 4.3 or 4.4 and fails to cure such breach with the 30 day cure period. Provided however, such termination of service will, where appropriate, be limited to the facility being used that is the subject of the breach.

4.6 Trouble clearing procedures of both Parties shall include mechanisms for escalation of restoration efforts appropriate to the critical impact on the other Party's network. Both Parties agree that they will use their reasonable commercial effort to clear troubles on their networks that materially affect the other Party's clients.

Attachment 3: Billing, Compensation, & Charges

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

1.0 Billing

1.1 Each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule. Subject to the General Terms and Conditions, Sections 8.0 and 9.0, bills rendered by either Party shall be paid within thirty (30) days of the invoice date. In the event the Parties use indirect interconnection arrangements to terminate traffic between their networks, the Party whose customer originated the call will be responsible for providing usage to the Party terminating the call for purposes of billing reciprocal compensation pursuant to Section 2.0, following.

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

2.0 Compensation

2.1 Reciprocal Compensation

2.1.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Attachment 4: Pricing. ALLTEL shall compensate U.S. Cellular for the transport and termination of Local Traffic originating on ALLTEL's network; U.S. Cellular shall compensate ALLTEL for the transport and termination of Local Traffic originating on U.S. Cellular's network. Compensation shall vary based on the method of interconnection used by the Parties.

2.1.2 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

2.1.2.1 InterMTA traffic;

2.1.2.2 Traffic which neither originates nor terminates on either Party's network

2.1.2.3 Paging Traffic

2.1.3 Measuring Calls as Local Traffic

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

2.1.4 **Conversation Time**

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

3.0 Charges

3.1 Late Charges

Late Charges will be apply as specified in the General Terms and Conditions, Section 8.0

3.2 Access Charges

3.2.1 When Applicable

Charges for the transport and termination of non-local InterMTA traffic shall be in accordance with the Parties respective intrastate or interstate Access tariffs or other applicable rates as appropriate. The Parties will develop an initial factor representative of the share of traffic exempt from local compensation.

3.2.2 Direct Interconnection InterMTA Factor

The Parties have agreed upon the InterMTA factor specified in Attachment 4: Pricing, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in Attachment 4 shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

3.3 Miscellaneous Charges

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

3.3.1 Transiting Charge

Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a third party provider at rates specified in Attachment 4: Pricing.

3.3.2 Facilities Charges

Each Party shall compensate the other (on a proportionate usage basis, as set forth in Attachment 4: Pricing) for the use of the providing Party's facilities between the Parties points of interconnection, in either direction, as the case may be. Type 1, Type 2A and Type 2B facilities may be either one-way or two-way when both Parties agree to share the facility. For one-way, or two-way facilities, terms, conditions, recurring and nonrecurring charges will apply as specified in Attachment 3: Billing, Compensation, and Charges, and at the rates specified in Attachment 4: Pricing. When both Parties agree to utilize two-way facilities, the Parties on a proportional (percentage) basis as specified in Attachment 4: Pricing, will share such charges. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six (6) months from the

Effective Date of this Agreement and every twelve (12) months thereafter, the percentages specified in Attachment 4: Pricing.

3.3.3 **Maintenance of Service Charge**

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

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

3.3.4 **Additional Engineering Charges**

Additional engineering charges will be billed to U.S. Cellular when ALLTEL incurs engineering time to customize U.S. Cellular's service at U.S. Cellular's request.

3.3.5 **Additional Labor Charges**

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

3.3.6 **Access Service Order Charge**

An Access Service Order charge applies whenever U.S. Cellular request installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

3.3.7 **Design Change Charge**

A Design Change Charge applies when ALLTEL personnel review U.S. Cellular's interconnection service to determine what changes in the design of the service are required as a result of request(s) by U.S. Cellular. ALLTEL will notify U.S. Cellular when the Design Change Charge would apply.

3.3.8 **Service Date Change Charge**

The Service Date Change Charge applies when U.S. Cellular requests a change in the previously scheduled date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than 45 calendar days beyond the original service date, unless the requested changes are associated with an order which has been designated as a "special project". If a change or rearrangement of interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

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

These charges apply whenever U.S. Cellular requests changes in their ACNA, their BAN number or their Circuit Ids, respectively.

4.0 Transmission & Routing of Exchange Access Service

This Section provides the terms and conditions for the exchange of switched access traffic between U.S. Cellular and IXCs via meet point arrangements with ALLTEL.

4.1 General

4.1.1 U.S. Cellular may order Equal Access Trunks in order to provide switched access service to IXCs through meet point arrangements with ALLTEL's network. Equal Access Trunks shall be used solely for the exchange of Switched Access Services with IXCs, and shall not be used by U.S. Cellular for any other purpose.

4.1.2 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") ATIS/OBF-MECAB-006, Issue 6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service. The Parties agree to provide this data to each other at no charge, in accordance with OBF Issue # 1852. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an U.S. Cellular/ALLTEL MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

4.1.3 U.S. Cellular shall designate the ALLTEL Access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem designated, the Parties shall mutually agree upon a billing percentage. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

4.1.4 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

4.1.5 Each Party shall implement the Multiple Bill/Single Tariff according to Section 4.3.2 of current MECAB guidelines option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

Attachment 4: Pricing

Rates for Interconnection and Reciprocal Compensation - NEBRASKA

Transport and Termination	USOC	Usage
Call Termination		$0.00973273
Tandem Switching Charge		$0.00188085
Tandem Switched Transport; Zone 1		$0.00053197
Tandem Switched Facility per mile; Zone 1		$0.00003558
Tandem Switched Transport; Zone 2		$0.00086395
Tandem Switched Facility per mile; Zone 2		$0.00003608
Tandem Switched Transport; Zone 3		$0.00095005
Tandem Switched Facility per mile; Zone 3		$0.00013954

SEE ATS FCC #1 FOR APPLICABLE RATES FOR RECURRING AND NON-RECURRING CHARGES

Attachment 5: Reserved For Future Use

Attachment 6: Reserved For Future Use

Attachment 7: Reserved For Future Use

Attachment 8: Definitions

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

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

"**Call Recording**" means the process of retaining detailed information about a call, such as date & time placed, originating and terminating NPA/NXX and call duration. It does not mean recording or listening to the content of the call.

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

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

"**Commission**" 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, which digitally transmits call setup and network control data.

"**Connecting Facilities**" means dedicated facilities provided either under this Agreement or separate contract used to connect U.S. Cellular's network and ALLTEL's network for the purposes of interchanging traffic.

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

"**Customer**" means, whether or not capitalized, any business, residential or governmental customer of services 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.

"**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.

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

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

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

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

"**Interconnection Point**" or "IP" means the physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

"**Interexchange Carrier**" or "IXC" means a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, InterLATA and/or IntraLata for-hire telecommunications service.

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

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

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

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

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

"**Local Traffic**", for the application of reciprocal compensation, means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(A).

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

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

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

"**Party**" means either ALLTEL or U.S. Cellular as applicable.

"**Parties**" means ALLTEL and U.S. Cellular.

"**Point of Interconnection**" or "**POI**" means a physical location where ALLTEL and the Commercial Mobile Radio Service Provider interconnect which establishes the technical interface and point(s) for operational division of responsibility.

"**Reciprocal Compensation**" means the arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.

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

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

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

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

"**Tandem**" means the following:

"**Access Tandem**" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and third party providers.

"**Local Tandem**" means a switching system that provides a concentration and distribution function for originating and terminating traffic between the wireless MSC's and the end office network associated with such Local Tandem.

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

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

"**Telecommunications Carrier**" 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.

"**Third Party Provider**" shall mean any other facilities-based telecommunications carrier, including, without limitation, Interexchange carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS provider's services.

"**Transiting Traffic**" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

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

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

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

"**Wireless Calls**" for the application of reciprocal compensation, means all calls originating from or terminating to the commercial mobile radio service provider's network.

Attachment 9: Acronyms

AAA	American Arbitration Association
CCS	Common Channel Signaling
CMRS	Commercial Mobile Radio Service
EMR	Exchange Message Record
FCC	Federal Communications Commission
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
MOU	Minute of Use
MSC	Mobile Switching Service
MTA	Major Trading Area
OCN	Operating Company Number
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
SONET	Synchronous Optical Network
SS7	Signaling System 7
STP	Signaling Transfer Point