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November 1, 2005

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Ms. Christy Zehner, Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, WI 53707-7854

RE: Pursuant to Section 252(i) of the Telecommunications Act of 1996 is an Amended, Extended, and Restated Interconnection Agreement and Amendment 1 to that agreement between Verizon North Inc. ("Verizon") for the State of Wisconsin and Alltel Communications, Inc. ("Alltel")	}	05-TI-

Dear Ms. Zehner,

Attached for filing with the Commission is a copy of the Amended, Extended, and Restated Interconnection Agreement and the first amendment to that agreement between Verizon North Inc. ("Verizon") for the State of Wisconsin and Alltel Communications, Inc. ("Alltel"). This agreement supersedes the prior adopted agreement and amendment that was filed with the Public Service Commission of Wisconsin ("PSCW") on January 28, 2004 and assigned docket number 05-TI-999, and Amendment 1 that was filed with the PSCW on July 8, 2005 and assigned docket number 05-TI-1351. An electronic copy of this Amended, Extended, and Restated agreement has been transmitted to Ken Barth of the PSCW on November 1, 2005.

I have been authorized by Alltel to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,

/s/ Michael J. Wirl

Michael J. Wirl

c: Ms. Cynthia Austin
Manager - Negotiations
One Allied Drive
Little Rock, AR 72203

Ken Barth – Public Service Commission of Wisconsin

AMENDED, EXTENDED AND RESTATED AGREEMENT

by and between

ALLTEL COMMUNICATIONS, INC.

and

VERIZON NORTH INC.

FOR THE STATE OF

WISCONSIN

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AMENDED, EXTENDED AND RESTATED AGREEMENT

PREFACE

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective as of September 16, 2005 (the "Effective Date"), between ALLTEL Communications, Inc. on behalf of itself and its wireless affiliates and solely with respect to its and their operations as a CMRS provider ("Alltel"), a corporation organized under the laws of the State of Delaware, with offices at One Allied Drive, Little Rock, AR 72203 and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 8001 West Jefferson, Ft. Wayne, IN 46804 (Verizon and Alltel may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Alltel hereby agree as follows:

1. The Agreement

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements, if any, and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements, if any, shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements, if any, between Verizon and Alltel.

1.4 Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.5 This Agreement is specifically limited to traffic originating from or terminating to Alltel Customers to which Alltel provides CMRS service as a CMRS provider.

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 15, 2007 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either Alltel or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

2.3 If either Alltel or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Alltel or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Alltel and Verizon; or, (b) the date one (1) year after the proposed date of termination.

2.4 If either Alltel or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Alltel nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

3.1 The Glossary and the following Attachments are a part of this Agreement:

3.1.1 Additional Services Attachment

3.1.2 Two-Way Wireless Attachment

3.1.3 Traffic Exchange Attachment

3.1.4 Collocation Attachment

3.1.5 Wireless - 911 Attachment

3.1.6 Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

State of Wisconsin, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

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

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

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

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

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Party A is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Party B hereunder, then Party A may discontinue the provision of any such Service, payment or benefit, in accordance with Applicable Law. Party A will provide thirty (30) days prior written notice to Party B of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

5.1 Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior

written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

6.1 Upon request by Verizon, Alltel shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if Alltel (a) prior to the Effective Date, has failed to timely pay a bill rendered to Alltel by Verizon or its ILEC Affiliates in accordance with the applicable agreement, Tariff or arrangement under which such bill was rendered, (b) on or after the Effective Date, fails to timely pay a bill rendered to Alltel by Verizon or its ILEC Affiliates in accordance with the applicable agreement, Tariff or arrangement under which such bill was rendered, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), with reference to the two (2) highest months of prior billing (or, in the absence of prior billing, Service forecasts) as reasonably determined by Verizon, for the Services to be provided by Verizon to Alltel in connection with this Agreement. If Alltel meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Alltel shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to Alltel in respect of any amounts (not subject to a good faith dispute) to be paid by Alltel hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit, upon request by Verizon, Alltel shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section,

then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Alltel has provided Verizon with such assurance of payment.

6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Alltel from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, premises and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Alltel represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Alltel Certification.

8.3.1 Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Alltel has obtained such FCC and Commission authorization as may

be required by Applicable Law for conducting business in Wisconsin. Alltel shall not place any Orders under this Agreement until it has obtained such authorization. Alltel shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

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

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement by either Party, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Except as otherwise agreed in writing, payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion. Statements of charges disputed under this Section 9.5 shall be subject to the terms of Section 14, Dispute Resolution.

10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement;

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as “Confidential” or “Proprietary;” and

10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be “Confidential or “Proprietary”.

10.1.7 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

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

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party’s Affiliates and the directors, officers, employees, Agents, Servants and contractors of the Receiving Party and the Receiving Party’s Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party’s obligations under this Agreement. The Receiving Party’s Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party’s Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party’s Affiliates or the directors, officers, employees, Agents, Servants or contractors of the Receiving Party or the Receiving Party’s Affiliates, to comply with the provisions of this Section 10.

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

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

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

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

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

10.4.4 is independently developed by the Receiving Party;

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

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

10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

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

10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

12.1 If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. [Intentionally Left Blank.]

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. In accordance with Applicable Law, the

non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

16.1 In addition to any other forecasts required by this Agreement, upon request by Verizon, Alltel shall provide to Verizon forecasts regarding the Services that Alltel expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that Alltel expects to purchase and the locations where such Services will be purchased.

17. Fraud

17.1 Alltel assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Alltel's account in cases of, fraud by Alltel's Customers. Verizon assumes responsibility for all fraud associated with its Customers and accounts. Alltel shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Verizon's account in cases of, fraud by Verizon's Customers.

18. Good Faith Performance

18.1 The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with Alltel reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

19. Headings

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

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified

Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents, Servants or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

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

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

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

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be

unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

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

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

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

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 Alltel shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, Alltel shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $2,000,000 per occurrence.

21.1.5 All risk property insurance on a full replacement cost basis for all of Alltel's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Alltel.

21.3 Alltel shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.

21.4 Alltel shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Alltel's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Contract Performance & Administration, Verizon Wholesale Markets, 600 Hidden Ridge, HQEWMNOTICES, Irving. TX 75038.

21.5 Alltel shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4

21.6 If Alltel or Alltel's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may (but shall not be obligated to) purchase such insurance and Alltel shall reimburse Verizon for the cost of the insurance.

21.7 Certificates furnished by Alltel or Alltel's contractors shall contain a clause stating: "Verizon shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

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

22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other

proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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

22.4 Alltel agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Alltel, directly or through a third party, of any such terms, conditions or restrictions that may limit any Alltel use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Alltel's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow Alltel to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. Alltel shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

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

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

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

25. Liability

25.1 As used in this Section 25, “Service Failure” means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party’s Affiliates, and the directors, officers and employees of a Party and a Party’s Affiliates, to the other Party, the other Party’s Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party’s Affiliates, and the directors, officers and employees of a Party and a Party’s Affiliates, shall not be liable to the other Party, the other Party’s Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:

25.5.1 under Sections 20, Indemnification, or 41, Taxes.

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

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

25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

25.6 In the event that the liability of a Party, a Party’s Affiliate, or a director, officer or employee of a Party or a Party’s Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Alltel and Verizon will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

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

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

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

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

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

28.1 If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51. 335) notice shall be given at the time required by Applicable Law.

29. Notices

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

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To Alltel:

Director-CMRS Interconnection Services
ALLTEL Communications, Inc.
One Allied Drive
B5F04-D
Little Rock, AR 72202
Facsimile Number: 501-905-6299

with a copy to:

Legal Department
ALLTEL Communications, Inc.
One Allied Drive
B1F06-B
Little Rock, AR 72202

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

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

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

30. Ordering and Maintenance

30.1 Alltel shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for Alltel or such electronic capability is not available to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Alltel shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

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

32. Point of Contact for Customers

32.1 Alltel shall advise its Customers as to how they may communicate with Alltel. Verizon shall advise its Customers as to how they may communicate with Verizon.

32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a Alltel Customer, including, but not limited to, a Alltel Customer request for repair or maintenance of a Verizon Service provided to Alltel. Except as otherwise agreed to by Alltel, Alltel shall have no obligation, and may decline, to accept a communication from a Verizon Customer, including, but not limited to, a Verizon Customer request for repair or maintenance of a Alltel Service provided to Verizon.

33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement, if any, between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

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

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

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party other than pursuant to the proviso in Section 33.2, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

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

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

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

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

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

36. Relationship of the Parties

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

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

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

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

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

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

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision

of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 Alltel acknowledges Alltel has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

40.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 <u>In General</u>. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 <u>Taxes Imposed on the Providing Party</u>. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications

company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

41.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless 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 recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.6 If either Party is audited by a taxing authority or other Government Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquires in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.7 With respect to any Tax or Tax controversy covered by this Section, the Purchasing Party is entitled to contest with the imposing jurisdiction, in its own name pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The Purchasing Party will ensure that no lien is attached to any asset of the Providing Party as a result of any contest. The Purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. The Providing Party will reasonably cooperate in any such contest.

41.8 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Alltel:

ALLTEL Communications, Inc.
One Allied Drive B4F06-5A
ATTN: Director of Tax
Little Rock, AR 72202
Facsimile Number:

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

42.1 Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Alltel's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. Alltel shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Wisconsin. Verizon shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Alltel with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice and which shall provide contact information for the buyer and/or transferee of Verizon's operations in such territory or portion thereof.

44. Third Party Beneficiaries

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

45. 251 Requirements

45.1 The Parties agree that the performance of the terms of this Agreement will satisfy Verizon's obligations under Section 251 of the Act.

45.2 [Intentionally Left Blank.]

46. 252(i) Obligations

46.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by Alltel of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, Alltel shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

47.1 Each Party shall make commercially reasonable efforts to ensure that its Customers do not directly make use of Services purchased by it under this Agreement.

48. Waiver

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

49. Warranties

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

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Alltel.

50.2 [Intentionally Left Blank.]

SIGNATURE PAGE

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

ALLTEL Communications, Inc.

By: Michael Rhoda

Printed: Michael Rhoda

Title: VP-Bus. Development

Date: 10/11/05

Verizon North Inc.

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services Policy and Planning

Date: 10/18/05

GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151, et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent.

An “agent,” as such term is defined under Applicable Law.

2.4 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.5 ALI (Automatic Location Identification) Database.

The emergency services (E911) database containing caller location information, including the carrier name, NENA ID, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

2.6 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 5 of the Additional Services Attachment.

2.7 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

2.8 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.9 Business Day.

Monday through Friday, except for holidays observed by Verizon and posted on Verizon's website**.**

2.10 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.11 Calendar Year.

January through December.

2.12 Call Back Number.

The Mobile Directory Number (MDN) or other number that can be used by the PSAP to call back the Alltel Wireless End User.

2.13 CAS.

Call Path Associated Signaling. A method for delivery of data inside the voice path of a wireless 911 call.

2.14 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.15 Cell Sector.

A geographic area defined by Alltel (according to Alltel's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.16 Cell Site.

The Alltel's fixed radio transmitting and receiving facilities for carrying wireless

traffic from/to the Alltel Wireless End User.

2.17 Cell Site/Sector Information.

Information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by the Alltel Wireless End User, and which may also include additional information regarding a Cell Sector.

2.18 Central Office.

A switching entity for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.19 [Intentionally Left Blank.]

2.20 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.21 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Wisconsin.

2.22 CLLI Codes.

Common Language Location Identifier Codes. An alphanumeric code of up to 38 characters used to identify physical locations and equipment such as buildings, Central Offices, poles and antennae. The first four (4) characters identify the city name, the following two (2) characters identify the state, region or territiory, and the remaining five (5) characters identify the specific item at that place.

2.23 CMRS (Commercial Mobile Radio Services).

A radio communications service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Alltel is or shortly will become a CMRS provider.

2.24 Commission.

Wisconsin Public Service Commission

2.25 Controlling 911 Authority.

The duly authorized State, County or Local Government Agency empowered by law to oversee the 911 services, operations and systems within a defined jurisdiction.

2.26 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's telephone number.

2.27 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.28 Customer.

A third party residence or business end-user subscriber to services provided by either of the Parties.

2.29 Default PSAP.

The PSAP designated to receive a 911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.

2.30 Designated PSAP.

The primary PSAP designated by the Controlling 911 Authority to receive a 911 Call based upon the geographic location of the Cell Site.

2.31 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.32 DS1(Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.33 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telcom Industry Solutions.

2.34 End Office.

A switching entity that is used to terminate customer lines for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. A single End Office may handle several Central Office codes (“NXX”).

2.35 ESRD (Emergency Service Routing Digits).

A 10-digit North American Numbering plan number that uniquely identifies a base station, Cell Site, or sector that may be used to route an emergency call through the network.

2.36 Emergency Service Routing Key (ESRK)

A number assigned to a PSAP that may be used by the Verizon 911/E911 Tandem Office/Selective Router to route an emergency call through the network.

2.37 Exchange Access.

Shall have the meaning set forth in the Act.

2.38 [Intentionally Left Blank.].

2.39 FCC.

The Federal Communications Commission.

2.40 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

2.41 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.42 Final Interconnection Trunk Group.

The last route for the routing of traffic.

2.43 Host ALI Record.

A data record resident in the primary i.e., host, ALI system for a PSAP.

2.44 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.45 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.46 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.47 InterLATA Service.

Shall have the meaning set forth in the Act.

2.48 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.49 InterMTA Traffic.

CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network outside the MTA in which the call originated. InterMTA Traffic is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. For purposes of determining originating and terminating points of a call under this Agreement, Alltel will use the Cell Site to which the Alltel Customer placing or receiving the call is connected at the beginning of the call**.**

2.50 IntraMTA Traffic

CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. For purposes of determining originating and terminating points of a call under this Agreement, Alltel will use the Cell Site to which the Alltel Customer placing or receiving the call is connected at the beginning of the call.

2.51 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.52 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.53 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.54 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.55 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.56 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in an MTA, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same MTA. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

2.57 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-

BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

2.58 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.59 MTA (Major Trading Area).

Major Trading Area as defined by the FCC Regulations, Part 24.202(a).

2.60 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

2.61 NCAS.

Non-Call Path Associated Signaling**.** A method for delivery of data outside the voice path of a wireless 911 call.

2.62 911 Call(s).

A call made by Alltel Wireless End User by dialing the three digit telephone number “911” (and, as necessary, pressing the “Send” or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

2.63 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.64 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.65 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.66 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.67 PAM Protocol.

The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

2.68 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Two-Way Wireless Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Alltel Wire Center, Alltel switch or any portion of a transport facility provided by Verizon to Alltel or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Alltel or another party.

2.69 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.70 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.71 pseudo Automatic Number Identification (pANI)

Emergency Service Routing Digits (ESRD) and/or
Emergency Service Routing Key (ESRK).

2.72 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.73 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision

of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.74 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection."

2.75 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Two-Way Wireless Attachment).

2.76 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network within the same MTA (i.e. IntraMTA), except for Telecommunications traffic that is interstate or intrastate InterMTA Exchange Access, InterMTA Information Access, or exchange services for InterMTA Exchange Access or InterMTA Information Access. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic)**:** (1) any Internet Traffic; (2) InterMTA Traffic based on the actual originating and terminating points of the complete end-to-end communication; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); or (6) Telecommunications traffic carried by a third party**.**

2.77 Routing Number.

The number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing Number.

2.78 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located

within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.79 Servant.

A “servant,” as such term is defined under Applicable Law.

2.80 Service.

Any Interconnection arrangement, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.81 Service Provider.

An entity authorized to provide E911 network and database services within a particular jurisdiction**.**

2.82 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and Alltel currently utilize this out-of-band signaling protocol.

2.83 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Exchange Access. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.84 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office switches and between and among End Office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

2.85 Tariff.

“Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other contractual document that sets forth the generally available terms, conditions and prices, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. The term “Tariff” does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.86 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.87 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.88 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.89 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.90 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.91 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.92 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.93 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate InterMTA traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate InterMTA and intrastate InterMTA traffic. ([Interstate InterMTA Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} ÷ {Interstate InterMTA Traffic Total Minutes of Use + Intrastate InterMTA Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

2.94 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of use (including Measured Internet Traffic). ([{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} ÷ Total Minutes

of Use + Measured Internet Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

2.95 Wire Center.

A building or portion thereof which serves as the premises for one or more End Office switches, Tandem switches and/or related facilities.

ADDITIONAL SERVICES ATTACHMENT

1. [This Section Intentionally Left Blank]

2. Dialing Parity - Section 251(b)(3)

2.1 Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

3. [This Section Intentionally Left Blank]

4. [This Section Intentionally Left Blank]

5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Two-Way Wireless Attachment.

5.2 Alltel shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Alltel exercises such option, Alltel will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. Alltel may obtain transport services for such dedicated trunk group pursuant to Verizon's applicable Tariffs. This trunk group will be utilized to allow Alltel to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Alltel has entered into a written agreement with Verizon under which Alltel will collect from Alltel's Customer and remit to Verizon the Voice Information Service provider's charges, Alltel shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Alltel. Alltel shall pay Verizon such charges in full regardless of whether or not Alltel collects such charges from its Customer.

6. [This Section Intentionally Left Blank]

7. [This Section Intentionally Left Blank]

8. [This Section Intentionally Left Blank]

9. Poles, Ducts, Conduits and Rights-of-Way

9.1 Verizon shall afford Alltel non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such

a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

9.2 Intentionally Left Blank.

10. [This Section Intentionally Left Blank]

11. [This Section Intentionally Left Blank]

12. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Alltel reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

TWO-WAY WIRELESS ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Alltel Wire Center, Alltel switch or any portion of a transport facility provided by Verizon to Alltel or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Alltel or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" are hereby incorporated by reference each time the term "on Verizon's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by Alltel.

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups (individually referred to as an "Interconnection Trunk" and collectively referred to as "Interconnection Trunks"):

2.2.1.1 Type 2A Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (*e.g.*, 800/888/877) traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment Type 2A arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

2.2.1.2 Type 2B Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment. Type 2B arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

2.2.1.3 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Alltel Customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 9 through 11 of this Attachment.

2.2.1.4 Auxiliary Connections to a Verizon End Office used on a one-way basis by Alltel for access to services provided by Verizon pursuant to a Verizon Tariff including, but not limited to, basic 911, operator services and directory assistance. Any use of an Auxiliary Connection other than as specified in this Agreement is outside the scope of this Agreement and such usage is subject to charges associated with the services for which such Auxiliary Connection is used by Alltel. SS7 signaling may not be available with a Verizon Auxiliary Connection.

2.2.1.4.1 Where feasible, Verizon and Alltel will use commercially reasonable efforts to replace Auxiliary Connections with Type 2A or 2B Interconnection Trunks.

2.2.1.5 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to, (1) choke trunks for traffic congestion and testing; (2) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

2.2.1.6 Type 1 Interconnection Trunks for the transmission and routing of traffic that cannot technically be transmitted and routed over Type 2A Interconnection Trunks or Type 2B Interconnection Trunks. The Parties will not establish new Type 1 Interconnection Trunks under this Agreement. The Parties agree to disconnect existing Type 1 Interconnection Trunks pursuant to the Joint Grooming Process set forth in Section 14 of this Attachment.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks, Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks or Trunks for 500/555 traffic).

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

2.2.4 In accordance with the terms of Sections 2.3 and 2.4 of this Attachment, Alltel shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Alltel originates calls for Verizon to terminate.

2.2.5 In accordance with the terms of Sections 2.3 and 2.4 of this Attachment, in the event the traffic volume between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 and/or 500 Centium Call Seconds per average busy hour for two out of three consecutive months: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (b) if Two-Way Interconnection Trunks are used, then Alltel shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In accordance with the terms of Sections 2.3 and 2.4 of this Attachment, in the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Alltel shall promptly submit an ASR to Verizon to establish new or additional Verizon End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2.3 One Way Interconnection Trunks.

2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Alltel to Verizon, Alltel, at Alltel’s own expense, shall:

2.3.1.1 provide its own facilities for the delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

2.3.1.3 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from Alltel to Verizon with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Alltel will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%).

2.3.2 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to Alltel, Verizon, at Verizon’s own

expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Alltel, Alltel, at its own expense, shall:

2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Alltel, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4.3 Prior to establishing any Two-Way Interconnection Trunks, Alltel shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

2.4.4 On a semi-annual basis, Alltel shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that Alltel anticipates that Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Alltel and Verizon. Alltel's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.7 With respect to End-Office Two-Way Interconnection Trunks, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).

2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design-blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design-blocking objective of Neal Wilkinson B.01 during the average time consistent busy hour. Verizon and Alltel shall engineer Two-Way Interconnection Trunks using BOC Notes on the LEC Networks SR-TSV-002275.

2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design-blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 Alltel shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design-blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Alltel shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Alltel shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.

2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design-blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Alltel has not notified Verizon that it has corrected such blocking, Verizon may submit to Alltel a Trunk Group Service Request directing Alltel to remedy the blocking. Upon receipt of a Trunk Group Service Request, Alltel will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Alltel will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Alltel will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected.

2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and Alltel's network, Verizon's traffic blockage and any other aspects of its network performance that is outside of the control of Verizon in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.14 Alltel will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP 000191, including but not limited to those standards requiring that a call from Alltel to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Alltel and the Verizon End Office.

2.5 As of the Effective Date, Alltel and Verizon have interconnection facilities and trunks in place and are exchanging traffic over those facilities and trunks. Alltel and Verizon will continue to exchange traffic over those existing facilities and trunks under the terms of this Agreement until those facilities and trunks are replaced with other facilities and trunks. Alltel and Verizon agree to use the Joint Grooming Process in Section 14 of this Attachment to establish any new interconnection facilities and/or trunks and to augment or disconnect any existing interconnection facilities and/or trunks.

3. Alternative Interconnection Arrangements

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

3.2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Fiber Meet arrangement.

3.3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic and InterMTA Traffic.

4. Initiating Interconnection

4.1 If Alltel determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services, and in which the Parties are not already interconnected pursuant to this Agreement, Alltel shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA, in accordance with this Agreement; (c) Alltel's intended Interconnection activation date; and (d) a forecast of Alltel's trunking requirements conforming to Section

14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.3 The Interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of the Alltel's notice provided for in Section 4.1 of this Attachment, Verizon and Alltel shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

5.1.1 Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 For both One-Way and Two-Way Interconnection Trunks, if Alltel wishes to use a technically feasible interface other than a DS-1 or a DS-3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS-3 interface facility, if Alltel shall orders the multiplexed DS-3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures**.**

5.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

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

5.3 Switching System Hierarchy and Trunking Requirements.

5.3.1 For purposes of Alltel traffic to Verizon, and in accordance with Sections 2.3 and 2.4, the routing between and among Verizon switches shall be the same as the routing of its own or other carriers'

traffic (i.e. traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of Verizon traffic to Alltel, and in accordance with Sections 2.3 and 2.4, the routing between and among Alltel switches shall be the same as the routing of its own or other carriers' traffic.

5.4 Signaling.

5.4.1 Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

5.5.1 The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Trunking Measurement and Billing Over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and InterMTA Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN unless the Parties agree that other rates should apply to such traffic

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g. Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate

applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and, if the originating Party's traffic changes, shall be updated in writing by the originating Party semiannually. If the originating Party does not update such Traffic Factors, the other Party will continue to use the previously supplied Traffic Factors. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

6.3 Each Party reserves the right to audit all traffic, up to a maximum of one audit per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner. Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, premises and systems necessary to assess the accuracy of the Audited Party's bills.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

6.5 [Intentionally Left Blank.]

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

7.1 Reciprocal Compensation.

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. Except as otherwise provided in the Pricing Attachment, the Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and Alltel shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Alltel physically delivers to a POI at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (Alltel shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Alltel delivers to Verizon; it also being understood and

agreed that Alltel shall charge (and Verizon shall pay Alltel) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to Alltel, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by Alltel, or delivered by Alltel for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, Alltel shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other Collocation related Services that Alltel obtains from Verizon. When such Reciprocal Compensation Traffic is delivered over the same Interconnection Trunks as InterMTA Traffic, any port, transport or other applicable access charges related to the delivery of InterMTA Traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the InterMTA Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate InterMTA Exchange Access, InterMTA Information Access, or exchange services for InterMTA Exchange Access or InterMTA Information Access.

7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.

7.2.3 Reciprocal Compensation shall not apply to InterMTA Traffic.

7.2.4 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.2.5 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.2.6 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.2.7 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

7.2.8 [Intentionally Left Blank]

7.2.9 Reciprocal Compensation shall not apply to traffic terminated over a Verizon Auxiliary Connection to a Verizon End Office. Alltel will compensate Verizon at the applicable Verizon Tariff rates for the service. Alltel is solely responsible for the cost of the interconnection facility used for the Auxiliary Connection**.**

7.2.10 Except as otherwise provided in the Pricing Attachment, the Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Alltel to Verizon shall not exceed the Reciprocal Compensation rates

(including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Alltel.

7.3 Transition and Implementation**.** If any existing interconnection arrangements between the Parties are not in compliance with the requirements of this Agreement, Alltel will use commercially reasonable efforts to bring all such arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement or within whatever other period is mutually agreed to by the Parties.

8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate InterMTA Exchange Access, InterMTA Information Access, exchange services for InterMTA Exchange Access or InterMTA Information Access, and other InterMTA Traffic shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by Alltel to Verizon, Alltel shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Alltel.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Order.

9. Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2)

9.1 Scope of Traffic.

9.1.1 Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between Alltel Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Alltel elects to have its switch subtend a Verizon access Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 If Alltel chooses to subtend a Verizon access Tandem, then Alltel's NPA/NXX must be assigned by Alltel to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

9.2.2 Alltel shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Alltel's Customers.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the switch Alltel utilizes to provide service and Switched Exchange Access Service to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Switched Exchange Access Service in such LATA.

9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Alltel's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to a Verizon access Tandem.

10. Meet-Point Billing Arrangements

10.1 Alltel and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services Customers via a Verizon access Tandem switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable-Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service, where the transport component of the Switched Exchange Access Service is routed through an access Tandem switch that is provided by Verizon.

10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Routing Point/Verizon Serving Wire Center combinations.

10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

10.4 Alltel and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

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

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

order to bill an IXC for the portion of the MPB arrangement provided by that Party.

10.7 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Alltel Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the Alltel Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.18 of this Attachment.

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

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

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

10.11 All usage data to be provided pursuant to Sections 10.9 and 10.10 shall be sent to the following addresses:

To Alltel:

Attn: Data Control
2000 Highland Road
Twinsburg, OH 44087

For Verizon (Former BA service area):

Originating records are not required for CMRS traffic in Former BA service areas.

For Verizon (Former GTE service area):

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637

10.11.1 Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

10.12 Alltel and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number (OCN), as appropriate, for the MPB arrangement described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

10.14 Each Party reserves the right to audit all traffic, up to a maximum of two (2) audits per Calendar Year, to ensure that rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner. Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, premises and systems necessary to assess the accuracy of the Audited Party's bills.

10.15 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, Claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

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

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

10.18 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula (and rounded to the nearest single decimal point):

a / (a + b) = Alltel Billing Percentage
and
b / (a + b) = Verizon Billing Percentage

where:

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

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

10.19 Alltel shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Alltel's delivery of

notice to Verizon, Verizon and Alltel shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

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

11.1 The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) (“8YY”) calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Alltel originating "untranslated" 8YY traffic will be routed over a separate One-Way Interconnection Trunk group.

11.2 When Alltel delivers translated 8YY calls to Verizon for completion

11.2.1 to an IXC, Alltel shall:

11.2.1.1 provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 10 of this Attachment; and

11.2.1.2 bill the IXC the Alltel query charge associated with the call.

11.2.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Alltel shall:

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

11.2.2.2 bill to the toll free service access code service provider the Alltel’s Tariffed Feature Group D (FGD) Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the Alltel query charge; and

11.2.2.3 Verizon shall bill applicable Tandem Transit Service charges and associated pass-through charges to Alltel.

11.3 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon’s or another LEC’s Customer,

11.3.1 to Alltel in it’s capacity as a toll free service access code service provider, Verizon shall:

11.3.1.1 bill Alltel the Verizon query charge associated with the call as specified in the Pricing Attachment; and

11.3.1.2 provide an appropriate EMI record to Alltel; and

11.3.1.3 bill Alltel Verizon’s Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.

11.4 When Alltel delivers untranslated 8YY calls to Verizon for completion,

11.4.1 to an IXC, Verizon shall:

11.4.1.1 query the call and route the call to the appropriate IXC; and

11.4.1.2 provide an appropriate EMI record to Alltel to facilitate billing to the IXC; and

11.4.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

11.4.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:

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

11.4.2.2 provide an appropriate EMI record to Alltel to facilitate billing to the LEC toll free service access code service provider; and

11.4.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

11.5 Verizon will not direct untranslated toll free service access code call to Alltel.

12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Alltel's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which Alltel delivers such traffic. Neither the originating nor terminating Customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides Alltel with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Alltel shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of CLASS Features and billing functions.

12.4 Alltel shall exercise its best efforts to enter into a reciprocal traffic exchange arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, to which it delivers traffic that transits Verizon's Tandem Office.

12.5 Alltel shall pay Verizon for Tandem Transit Traffic Service that Alltel obtains from Verizon at the rate specified in the Pricing Attachment. Alltel shall also pay Verizon any additional charges or costs the terminating CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges; provided, however, such charges shall not exceed such other carriers' applicable tariff charges; and provided further that, in the case of such charges imposed or levied upon Verizon by an ILEC other than Verizon whose End Office subtends the relevant Verizon Tandem, the foregoing obligation shall

not apply if Verizon explicitly agreed to pay such charges in an interconnection agreement executed by Verizon and such ILEC after the Effective Date hereof (and, for the avoidance of any doubt, an adoption of an interconnection agreement, which interconnection agreement was executed prior to the Effective Date hereof, shall not be considered an interconnection agreement for purposes of this proviso), where the interconnection agreement was not at any point subject to (or based upon) an arbitration proceeding or an order, decision or the like of the Commission, the FCC or another governmental body of competent jurisdiction with respect to the requirement to pay such charges**.** In the event Verizon bills Alltel for charges or costs that the terminating CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of Alltel's traffic, Verizon will, upon Alltel's request, work cooperatively with Alltel to dispute such charges or costs with the terminating CLEC, ILEC other than Verizon, CMS carrier, or other LEC. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Verizon for the delivery or termination of Alltel's traffic, Alltel shall reimburse Verizon in full for the actual costs, including reasonable attorneys' fees, Verizon incurred in connection with disputing and/or defending against the charges or costs levied by the CLEC, ILEC other than Verizon, CMRS carrier, or other LEC.

12.6 [Intentionally left blank.]

12.7 If Alltel uses Tandem Transit Traffic Service for traffic volumes that exceed the Centium Call Second busy hour equivalent of one (1) DS-1 and/or 500 Centium Call Seconds per average busy hour for two out of three consecutive months to the subtending Central Office of a particular CLEC, ILEC other than Verizon, CMRS carrier or other LEC (the "Threshold Level"), Alltel shall use good faith efforts to establish direct interconnection with such CLEC, ILEC other than Verizon, CMRS carrier or other LEC at the subtending Central Office and reduce such traffic volumes below the Threshold Level.

12.8 If either Party fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and the other Party may exercise any and all remedies under this Agreement and Applicable Law for such breach.

12.9 If or when a third party carrier plans to subtend a Alltel switch, then Alltel shall provide written notice to Verizon at least ninety (90) days before such subtending arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Alltel shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Alltel as defined in this Section 12 such that Verizon may terminate calls to a switch of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a Alltel Central Office ("Reciprocal Tandem Transit Service"). Alltel shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 12.

12.10 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Telephone Exchange Service traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers Areas and Rating Points

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

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Except as expressly set forth herein, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Alltel shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Alltel shall assign whole NPA-NXX codes and/or number blocks to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

13.4 Alltel will also designate a Routing Point for each assigned NXX code. Alltel shall designate one location for each Rate Center Area in which the Alltel has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, subsequent NXXs of Alltel will be routed in the same manner as Alltel's initial NXXs.

13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Alltel's choices regarding the size of the local calling area(s) that Alltel may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

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

14.1 Joint Network Implementation and Grooming Process.

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

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

14.1.3 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but

not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.4 disaster recovery provision escalations;

14.1.5 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and

14.1.6 such other matters as the Parties may agree.

14.2 Trunk Forecasting Requirements.

14.2.1 Initial trunk forecast requirements. At least ninety (90) days before initiating interconnection in a LATA, Alltel shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.

14.2.2 Ongoing trunk forecast requirements: Where the Parties have already established interconnection in a LATA, Alltel shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when Alltel develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) Alltel plans to deploy a new switch; (ii) Alltel plans to implement a new POI or network architecture; (iii) Alltel plans to rearrange its network; (iv) Alltel plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (v) Alltel plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (vi) Alltel expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.

14.2.3 Use of trunk forecasts. Trunk forecasts provided pursuant to this Agreement are not binding on Alltel or Verizon.

15. Good Faith Performance

15.1 If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Alltel reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

TRAFFIC EXCHANGE ATTACHMENT

1. General

Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, Measured Internet Traffic, and translated IntraLATA toll free service access code traffic originated on their respective networks through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Two-Way Wireless Attachment, which Two-Way Wireless Attachment must be a part of the Agreement.

2. Arrangements With Third Party Tandem Provider

2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, Measured Internet Traffic, and translated IntraLATA toll free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.

2.1.1 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.

2.1.2 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, the Originating Party may discontinue sending the foregoing traffic to the Terminating Party under this Attachment through the Third Party Tandem Provider. The Originating Party may either (1) use an alternative third party tandem provider that is already interconnected or establishes interconnection with the Terminating Party; or (2) deploy, at the Originating Party's expense, One-Way Interconnection Trunks to the Terminating Party's switch or Point of Interconnection (which switch or Point of Interconnection shall be located in the LATA where the foregoing traffic originates from Verizon Customers or terminates to Verizon Customers) to send the foregoing traffic to the Terminating Party. When a Party sends the foregoing traffic through an alternative tandem provider, the other Party may continue to send the foregoing traffic through the Third Party Tandem Provider or may send the foregoing traffic through the alternative tandem provider. If both Parties give notice under this Section 2.1.2 or mutually agree to

discontinue using the Third Party Tandem Switch, the Parties shall use the Joint Grooming Process to interconnect their respective networks pursuant to the Two-Way Wireless Attachment or negotiate arrangements that are acceptable to each Party to exchange traffic through another third party tandem provider.

2.2 Forecasting Requirements

2.2.1 Initial forecast requirements. Within ninety (90) days of executing the Agreement, Alltel shall provide Verizon a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon pursuant to this Attachment, over the next eight (8) quarters.

2.2.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA, Alltel shall provide a new or revised traffic forecast when Alltel develops plans or becomes aware of information that will materially affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) Alltel plans to deploy a new switch; (ii) Alltel plans to implement interconnection in accordance with the Two-Way Wireless Attachment or a new network architecture; (iii) Alltel plans to rearrange its network; or (iv) Alltel expects a significant change in traffic volume.

2.2.3 Use of forecasts. Forecasts provided pursuant to this Agreement are not binding on Alltel or Verizon.

2.3 Prior to exchanging traffic through a Third Party Tandem Switch, Alltel shall meet with Verizon to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centium Call Second (Hundred Call Second) information.

2.4 If and, when, the volume of traffic exchanged between a Verizon End Office and Alltel's switch through a Third Party Tandem Switch exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 500 Centium Call Seconds per average busy hour for two out of three consecutive months, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Two-Way Wireless Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.

2.5 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

3.1 If Alltel determines to offer Telephone Exchange Services and wishes to exchange traffic with Verizon through a Third Party Tandem Switch in any LATA in which Verizon also offers Telephone Exchange Services, Alltel shall provide written notice to Verizon of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.

3.2 The notice provided in Section 3.1 of this Attachment shall include (a) Alltel's proposed traffic exchange activation date; (b) a forecast of Alltel's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Verizon shall reasonably request in order to facilitate traffic exchange under this Attachment.

3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.

4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA toll free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner. Audits shall be performed at the Auditing Party's expense provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, premises and systems necessary to assess the accuracy of the Audited Party's bills.

4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

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

5.1 Reciprocal Compensation.

Except as otherwise provided in the Pricing Attachment, the Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that because the Third Party Tandem Provider is providing the tandem functionally to both Parties, Verizon shall charge (and Alltel shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon receives from Alltel and Alltel shall charge (and Verizon shall pay Alltel) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Alltel receives from Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic received from the other Party; provided, however, for the avoidance of any doubt, neither Party may assess upon, or pass through to, the other Party any charges billed by (or on behalf of) the Third Party Tandem Provider. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate InterMTA Exchange Access, InterMTA Information Access, or exchange services for InterMTA Exchange Access or InterMTA Information Access.

5.2.2 Reciprocal Compensation shall not apply to Internet Traffic.

5.2.3 Reciprocal Compensation shall not apply to InterMTA Traffic.

5.2.4 [Intentionally Left Blank.]

5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

5.2.6 [Intentionally Left Blank.]

5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

5.2.9 [Intentionally Left Blank.]

5.3 Except as otherwise provided in the Pricing Attachment the Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Alltel to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Alltel.

6. Other Types of Traffic

6.1 Notwithstanding any other provision of this Agreement or otherwise: (a) the Parties' rights and obligations with respect to any intercarrier compensation that

may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

6.2 Subject to Section 6.1 of this Attachment, InterMTA Traffic exchanged under this Attachment shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

6.3 For the avoidance of any doubt, neither Party may send any traffic that is not originated on its respective network to the other Party through the Third Party Tandem Provider under this Attachment.

6.4 Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic or Tandem Transit Traffic may be exchanged under this Attachment.

6.5 Any traffic not specifically addressed in this Attachment shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

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

The following terms shall apply when either Party delivers IntraLATA toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party under this Attachment. For the purposes of this Section 7, the term "translated" refers to those toll free service access code calls that have been queried ("translated") to an 8YY database.

7.1 When Alltel delivers translated IntraLATA 8YY calls to Verizon or another LEC that is a toll free service access code service provider in the LATA, Alltel shall:

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

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

7.1.3 Verizon shall bill applicable Tandem Transit Service charges and associated passthrough charges to Alltel.

7.2 When Verizon performs the query and delivers translated IntraLATA 8YY calls, originated by Verizon's or another LEC's Customer,

7.2.1 to Alltel in it's capacity as a toll free service access code service provider, Verizon shall:

7.2.1.1 bill Alltel the Verizon query charge associated with the call as specified in the Pricing Attachment; and

7.2.1.2 provide an appropriate EMI record to Alltel; and

7.2.1.3 bill Alltel Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.

7.3 Verizon will not direct untranslated toll free service access code calls to Alltel. Alltel will not direct untranslated toll free service access code calls to Verizon.

8. Number Resources, Rate Center Areas and Routing Points

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

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided in the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Alltel shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Alltel shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

8.4 Alltel will also designate a Routing Point for each assigned NXX code. Alltel shall designate one location for each Rate Center Area in which the Alltel has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Alltel will be routed in the same manner as calls to Alltel's initial NXXs.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Alltel's choices regarding the size of the local calling area(s) that Alltel may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

9. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Alltel reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

1.1 Verizon shall provide to Alltel, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating Alltel's interconnection with facilities or Services of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to Alltel only to the extent required by Applicable Law and may decline to provide Collocation to Alltel to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to Alltel in accordance with the rates, terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

1.1 911 provides a caller access to the appropriate emergency service agency by dialing a 3–digit universal telephone number "911". Verizon provides and maintains such equipment and software at the E-911 Tandem Office/Selective Router and E-911 Database as is necessary to provide 911 services in areas where Verizon is the designated 911 Service Provider.

1.2 The terms of this Section apply to the provision of 911/E-911 services by Verizon to Alltel in respect to CMRS services that do not constitute Fixed Wireless Services and shall become effective in each jurisdiction in which Verizon is the designated 911 Service Provider at such time as Alltel notifies Verizon that it has received notification from the proper 911 agency to begin providing either Phase I or Phase II Wireless Services within the jurisdiction. Such notification may designate an Agent that is authorized to act on behalf of Alltel for purposes of this 911 Wireless Attachment.

1.3 Verizon shall have no obligation to provide Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2. of this Attachment.

1.4 Verizon shall make the following information available to Alltel, to the extent permitted by Applicable Law. Such information is currently available electronically at the Verizon wholesale corporate website.

1.4.1 A list of the address and CLLI code of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served**;**

1.4.2 A list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E**-**911 network and database systems.

2. E-911 Database - Electronic Interface

2.1 Where Verizon manages the E911 database, Verizon will:

2.1.1 Store the Alltel ESRK/ESRD/pANI in the E-911 Database.

2.1.2 Cooperate with Alltel regarding access to the Verizon E-911 Database for the initial loading and updating of Alltel ESRK/ESRD/pANI records. Database personnel are identified in the Verizon wholesale corporate website.

2.1.3 Verizon will provide Alltel an error and status report based on updates to the E-911 Database received from the Alltel.

2.2 Alltel will:

2.2.1 Provide all data for the initial loading of, and any ongoing updates to, the Alltel ESRK/ESRD/pANI records for inclusion in Verizon's E-911 database. All such records shall be MSAG-valid and Alltel shall utilize the appropriate Verizon electronic interface to update its E-911 database information related to the ESRK/ESRD/pANI, as defined

herein. All E-911 data exchanged between the Parties shall conform to Verizon standards, which are provided at the Verizon Wholesale Corporate website, and shall generally comply with National Emergency Numbering Administration ("NENA") guidelines.

2.2.2 Use a Company ID on all ESRK/ESRD/pANI records in accordance with NENA standards.

2.2.3 Provide Verizon updates to the E-911 database and correct any errors that occur during the entry of its data to the Verizon E-911 Database.

2.2.4 Conduct call through testing as necessary.

2.2.5 In the event Alltel uses a third party for the electronic interface with Verizon, Alltel must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its Agent.

3. 911/E-911 Interconnection.

3.1 Verizon and Alltel shall each use commercially reasonable efforts to facilitate the interconnection of Alltel systems to the 911/E-911 platforms and/or systems including, but not limited to, DS-1 facilities, trunks, and existing infrastructure and connections.

3.2 Alltel may, in accordance with Applicable Law or regulation, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points, e.g., digital cross connect systems (DCS), as designated by Verizon, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP) that serve the areas in which Alltel provides CMRS services.

3.3 911 Authority Coordination.

3.3.1 Verizon and Alltel will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

3.4 Alltel will:

3.4.1 Provide interconnection with each Verizon 911 Selective Router(s) that serves the exchange areas in which Alltel is authorized to and will provide CMRS service.

3.4.2 Provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the Alltel switch to each Verizon 911/E-911 Tandem Office/Selective Router, using SS7 signaling where available, as necessary.

3.4.3 Maintain transport capacity sufficient to route traffic over trunks between the Alltel switch and the Verizon 911/E-911 Tandem office(s)/ Selective Router(s).

3.4.4 Provide sufficient trunking and facilities to route Alltel originating 911 calls to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s). Alltel is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

3.4.5 Determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s).

3.4.6 Engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

3.4.7 Monitor its 911 circuits for the purpose of determining originating network traffic volumes. If the Alltel traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Alltel shall request additional circuits.

3.4.8 Cooperate with Verizon to promptly test all 911 trunks and facilities between the Alltel network and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) to assure proper functioning of 911 service at the time of Phase I deployment and Phase II deployment. Alltel agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

3.4.9 Isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point. Alltel will advise Verizon of the circuit identification when notifying Verizon of a failure or outage. Upon request, Verizon will cooperate with Alltel to test 911 trunks and facilities affected by a 911 network maintenance problem following restoration of such 911 network maintenance problem.

4. 911/E-911 General

4.1 Verizon and Alltel will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements.

4.2 Alltel will compensate Verizon for provision of its 911/E-911 Services pursuant to the Pricing Attachment.

4.3 Alltel and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911.

4.4 Alltel is responsible to collect and remit any applicable surcharges from its end user Customers in accordance with Applicable Law.

4.5 Alltel will enter data into the E-911 database under the NENA Standards for LNP. This includes, but is not limited to using Alltel’s NENA ID to lock and unlock records and the posting of the Alltel NENA ID to the ALI record where such locking and unlocking feature for E-911 records is available, or as defined by local standards.

5. Phase I/Phase II Wireless Solutions

5.1 The following services may be used by Alltel, where available, in order to comply with the FCC's rules and regulations regarding Phase I and Phase II wireless implementation.

5.2 Call Path Associated Signaling (CAS). Not available for Phase II.

5.2.1 Alltel shall establish the trunking necessary for diverse routing of E-911 traffic to the Verizon 911/E-911 Tandem Office/Selective Router(s) for the provision of E-911 services.

5.2.2 Routing of calls will be based on the Emergency Service Number (ESN) associated with the Verizon 911/E-911 Tandem Office/Selective Router delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router and Call Back Number to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Alltel. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.2.3 Upon receipt of a PSAP query, a Verizon controlled E-911 Database shall return the Selective Router/E-911 Tandem and Cell Site/Sector Information to the PSAP.

5.3 CAS Hybrid.

5.3.1 Alltel shall establish the trunking necessary for diverse routing of E911 traffic to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) for the provision of E-911 services.

5.3.2 Routing of calls will be based on the Emergency Service Number (ESN) associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) delivered with the voice call, or upon Verizon's and Alltel's agreement, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call, the Call Back Number and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Alltel. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.3.3 Upon receipt of a PSAP query to a Verizon-controlled E-911 Database to obtain the required Phase II location Information for a 911 Call provided by Alltel, the Verizon-controlled E-911 Database shall route the query to the Alltel-controlled Mobile Positioning Center designated by Alltel.

5.3.4 The Verizon-controlled E-911 Database shall then automatically receive from the Alltel-controlled Mobile Positioning Center the Phase II Location Information as provided by the Alltel associated with the 911 Call.

5.3.5 The Verizon-controlled E-911 Database shall then automatically transmit the data received from the Alltel-controlled database to the PSAP.

5.3.6 Alltel will terminate at least two data circuits from Alltel-controlled Mobile Positioning Centers to the Verizon E911 Database platforms(s).

5.3.7 Verizon shall place the necessary Customer Service Unit/Data Service Unit ("CSU/DSU") at each Verizon E-911 Database site, to receive the necessary data, i.e., Routing Number, Phase II location information as provided by Alltel.

5.3.8 Verizon and Alltel shall provision their respective E-911 Databases such that the exchange of data between each shall use the PAM or Format 60 Message Format or other agreed message format.

5.4 Non-Call Path Associated Signaling (NCAS).

5.4.1 Alltel shall establish the trunking necessary for diverse routing of E-911 traffic to the Verizon Selective Router/E-911 Tandem for the provision of E-911 services.

5.4.2 Routing of calls will be based on the Verizon 911/E-911 Tandem Office/Selective Router delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Alltel. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.4.3 Upon receipt of a PSAP query to a Verizon-controlled E-911 Database to obtain the required Phase I/II Call Back Number and location Information for a 911 Call, provided by Alltel, the Verizon-controlled E-911 Database shall route the query to the Alltel designated E-911 Database**.**

5.4.4 The Verizon-controlled E-911 Database shall then automatically receive from the Alltel-designated E-911 Database, the Verizon 911/E-911 Tandem Office/Selective Router, Call Back Number and required Phase I/II Information as provided by Alltel**.**

5.4.5 The Verizon-controlled E-911 Database shall then return the data received from the Alltel-controlled database to the PSAP.

5.4.6 Alltel will terminate at least two diverse circuits from the Alltel-designated E-911 designated E-911 Database to the Verizon-hosted E-911 Database platform(s).

5.4.7 Verizon shall place necessary Customer Service Unit/Data Service Unit (CSU/DSU) at each Verizon E-911 Database site, for the provision of the ERSK, Call Back Number, and Phase I/II location Information as provided by Alltel**.**

5.4.8 Verizon and Alltel shall provision their respective E-911 Databases such that the exchange of data between each shall use the PAM Protocol or Format 60 Message Format, or other agreed upon interface.

6. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Alltel reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

PRICING ATTACHMENT

1. General

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

1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. Alltel Prices

Notwithstanding any other provision of this Agreement, the Charges that Alltel bills Verizon for Alltel's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Alltel's cost to provide such Alltel's Services to Verizon exceeds the Charges for Verizon's comparable Services and Alltel has demonstrated such cost to Verizon or, at Verizon's request, to the Commission or the FCC. Alltel's charges for Reciprocal Compensations Traffic Termination shall be as set forth in Appendix A to this Attachment.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under

Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251. Charges for such Services shall be established as set forth in Section 1 of this Attachment.

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT[1]

(WISCONSIN)
V2.0

I. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS: [2]

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
A. Directory Listings		
Primary Listings	No Charge	No Charge
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon North PSC No. 1, Section 8 and PSC No. 2, Section 5 Facilities For Intrastate Access, as amended from time to time)	Per applicable Tariff (including, but not limited to, Verizon North PSC No. 1, Section 8 and PSC No. 2, Section 5 Facilities For Intrastate Access, as amended from time to time)

[1] This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which a requirement does not exist under 47 U.S.C. Section 251(c). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

[2] Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Alltel when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Alltel in the carriage of InterMTA Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

The rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission, from time to time, pursuant to the FCC Regulations, subject to stay or other order issued by any court of competent jurisdiction. The Reciprocal Compensation Traffic Termination Rates set forth in Section 1.C of this Appendix A shall not apply to Internet Traffic, as set forth more fully in the Two-Way Wireless Attachment of this Agreement.

If the Charges for a Service, facility or arrangement that is to be provided under the Agreement are not set out in this Appendix A or provided for elsewhere in the Agreement, then the Charges for such Service, facility or arrangement shall be mutually agreed to by the Parties in writing.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
B. Entrance Facility and Transport for Interconnection		
Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per Verizon Interstate or Intrastate Special Access Tariff	Per Verizon Interstate or Intrastate Special Access Tariff
C. Reciprocal Compensation Traffic Termination		
Traffic Delivered at Verizon End Office	$0.0055240/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	$0.0085210/MOU	Not Applicable
D. Exchange Access Service		
Interstate	Per Verizon Interstate Access Tariffs	Per Verizon Interstate Access Tariffs
Intrastate	Per Verizon Intrastate Access Tariffs	Per Verizon Intrastate Access Tariffs
E. Tandem Transit Traffic Service		
Tandem Switching	Per Verizon FCC Interstate Tariff No. 14, Section 4	Not Applicable
Tandem Switched Transport - Termination	Per Verizon FCC Interstate Tariff No. 14, Section 4	Not Applicable
Tandem Switched Transport - Facility	Per Verizon FCC Interstate Tariff No. 14, Section 4	Not Applicable
Shared Trunk Port	Per Verizon FCC Interstate Tariff No. 14, Section 4	Not Applicable
Shared Multiplexing	Per Verizon FCC Interstate Tariff No. 14, Section 4	Not Applicable
F. 911/E911		
Transport	Per Section B above	Per Section B above
Data Entry and Maintenance	No Charge	No Charge

II. ALLTEL SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
A. Reciprocal Compensation Traffic Termination		
Traffic Delivered at Alltel End Office	$0.0055240/MOU	Not Applicable
Traffic Delivered at Alltel Tandem Switch	$0.0085210/MOU	Not Applicable
B. Exchange Access Service		
Interstate	Per Alltel FCC Exchange Access Tariff, not to exceed Verizon's rates for equivalent services available to Alltel	Per Alltel FCC Exchange Access Tariff, not to exceed Verizon's rates for equivalent services available to Alltel
Intrastate	Per Alltel Wisconsin Exchange Access Tariff, not to exceed Verizon's rates for equivalent services available to Alltel	Per Alltel Wisconsin Exchange Access Tariff, not to exceed Verizon's rates for equivalent services available to Alltel

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTH INC.

and

ALLTEL COMMUNICATIONS, INC

FOR WISCONSIN

This Amendment No. 1 (this "Amendment") is effective September 16, 2005 ("Amendment Effective Date"), by and between Verizon North Inc. ("Verizon"), and ALLTEL Communications, Inc. ("Alltel"). Verizon and Alltel may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Alltel are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Wisconsin, which was effective September 16, 2005 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Alltel has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Reciprocal Compensation Traffic Termination Rates:

1.1.1.1 Appendix A of the Agreement is amended by deleting sections I.C. and II.A. "Reciprocal Compensation Traffic Termination" and replacing with the following:

"Reciprocal Compensation Traffic Termination Rate

Amendment Effective Date and thereafter -- $0.0007 per minute of use."

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.3 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Alltel to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to Alltel.

1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.

1.1.3 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.1.4 Reciprocal Compensation Traffic does not include any Internet Traffic.

1.1.5 Reciprocal compensation shall not apply to Internet Traffic.

1.1.6 The Parties’ rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.

1.1.7 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).

1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 4, Applicable Law, of the General Terms and Conditions) that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in

Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

ALLTEL Communications, Inc.	Verizon North Inc.
By: Michael Rhoda	By: Jeffrey A. Masoner
Printed: Michael Rhoda	Printed: Jeffrey A. Masoner
Title: VP-Bus. Dev.	Title: Vice-President - Interconnection Services Policy & Planning
Date: 10/11/05	Date: 10/18/05