www.frontieronline.com

Legal Department
180 South Clinton Avenue
Rochester, NY 14646-0700

Tel: 585.777.7270
Fax: 585.263.9986
gregg.sayre@frontiercorp.com

REQUEST TO APPROVE A VOLUNTARY INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. § 252(e)

By Electronic Filing

December 21, 2007

Honorable Sandra Paske
Secretary
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Re: Application for the Approval of an Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Service between Frontier Communications of St. Croix, LLC, Frontier Communications of Mondovi, LLC, and Sprint Spectrum L.P.

Dear Ms. Paske:

Frontier Communications of St. Croix, LLC and Frontier Communications of Mondovi, LLC (together, "Frontier") hereby request approval, pursuant to 47 U.S.C. § 252, of the attached Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Service between Frontier and Sprint Spectrum L.P. dated August 1, 2007. I have been authorized by Sprint Spectrum L.P. to submit the above-referenced Agreement for Commission approval, pursuant to 47 U.S.C.§ 252(e).

I hereby certify that a copy of this filing has been placed in the United States mail, first class, postage prepaid, this 21st day of December, 2007, addressed to:

Sprint Nextel
Attn: Fred Broughton, Manager ICA Solutions
P.O. Box 7954
Shawnee Mission, KS 66207-0954

Sincerely,

Gregg C. Sayre
Associate General Counsel

GCS/hmj
Attachment
cc: Jenny Smith, Interconnection Manager – Frontier/Citizens
Fred Broughton – Sprint Nextel (by U.S. Mail)

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

FOR COMMERCIAL MOBILE RADIO SERVICE

Between

Frontier Communications of St. Croix, LLC
Frontier Communications of Mondovi, LLC

And

Sprint Spectrum L.P.

August 1, 2007

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE RADIO SERVICE

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS	1
SECTION 2. INTERCONNECTION	3
SECTION 3. USE OF FACILITIES AND SERVICES	6
SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS	8
SECTION 5. BILLING AND PAYMENTS	11
SECTION 6. ALLOWANCE FOR INTERRUPTIONS	13
SECTION 7. AUDIT	13
SECTION 8. TERM AND TERMINATION OF AGREEMENT	13
SECTION 9. CONFIDENTIALITY AND PUBLICITY	14
SECTION 10. LIABILITY AND INDEMNITY	15
SECTION 11. INTELLECTUAL PROPERTY	16
SECTION 12. DISCLAIMER OF WARRANTIES	17
SECTION 13. RECORD RETENTION	17
SECTION 14. AMENDMENTS; WAIVERS	18
SECTION 15. NOTICES AND DEMANDS	18
SECTION 16. ASSIGNMENT	19
SECTION 17. DISPUTE RESOLUTION	19
SECTION 18. ENTIRE AGREEMENT	20
SECTION 19. GOVERNING LAW	20
SECTION 20. CHANGE OF LAW	20
SECTION 21. EXECUTED IN COUNTERPARTS	20
SECTION 22. HEADINGS	20
SECTION 23. FORCE MAJEURE	20
SECTION 24. REGULATORY APPROVALS	21
SECTION 25. SEVERABILITY	21
SECTION 26. CONDITIONS TO INDEMNIFICATION	21
SECTION 27. NO JOINT VENTURE	21
SECTION 28. REMEDIES	21
SECTION 29. FURTHER ASSURANCE	21
SECTION 30. SIGNATURES	22

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE RADIO SERVICE

THIS AGREEMENT is made by and between Frontier Communications of St. Croix, LLC and Frontier Communications of Mondovi, LLC, both limited liability companies with offices at 180 S. Clinton, Rochester, New York 14646, (referred to as "Frontier"), and Sprint Spectrum L.P. (referred herein as "Sprint"), a Delaware limited partnership, as agent and General Partner for Wireless Co, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas Corporation, all foregoing entities jointly d/b/a/ Sprint PCS with offices at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint and Frontier may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Whereas, Frontier is a local exchange telecommunications company authorized to provide telecommunications services in the state identified in the opening paragraph above, and is applicable only in Frontier service areas; and

Whereas Sprint is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service in the state identified in the opening paragraph above; and

Whereas, Sprint terminates Telecommunications Traffic that originates from Frontier subscribers, and Frontier terminates Telecommunications Traffic that originates from Sprint subscribers; and

Whereas, the Parties wish to enter into an agreement to establish a reciprocal compensation arrangement as required under 47 U.S.C § 251(b)(5); and

Whereas, Section 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, and the Parties intend that this Agreement meet these requirements; and

Whereas, the parties are entering into this agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their respective networks and provide other services as required by the Act.

Now therefore, in consideration of their mutual agreements and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Frontier and Sprint agree as follows:

SECTION 1. DEFINITIONS

Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry. For purposes of this Agreement, the following definitions will apply:

ACCESS TANDEM—Frontier's switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to end offices in the access area.

AUTOMATIC NUMBER IDENTIFICATION (ANI) – The automatic identification of the billing number of the originating party.

AUTHORIZED SERVICES — Those mobile radio services which Sprint now or hereafter lawfully provides.

SPRINT'S SYSTEM — The communications network of Sprint.

FRONTIER'S SYSTEM — The communications network of Frontier.

INTERCONNECTION FACILITIES — The facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Telecommunications Traffic (as defined herein) between a Frontier switch and Sprint's MSC.

INTERMTA TRAFFIC - "InterMTA Traffic" means traffic to or from Sprint's network that originates in one MTA and terminates in another MTA and is subject to access charges.

LAND TO MOBILE DIRECTION – Calls from Frontier landline customers to Sprint's customers. Also referred to as land-to-mobile.

MAJOR TRADING AREA —"Major Trading Area (MTA)" is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the Rules of the Federal Communications Commission.

MOBILE SWITCHING CENTER (MSC) – An MSC is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among end office switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

MOBILE-TO-LAND DIRECTION – Calls from Sprint's customers to Frontier landline customers. Also referred to as mobile-to-land.

POINT OF INTERCONNECTION (POI) — means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

RECIPROCAL COMPENSATION – means the arrangement between the Parties in which each Party receives compensation from the other for the Transport and Termination on one Party's network facilities of Telecommunications Traffic that originates on the network facilities of the other Party.

TELECOMMUNICATIONS TRAFFIC or INTRAMTA TRAFFIC – That traffic which originates and terminates within the same MTA. For purposes of determining whether traffic originates and terminates within the same MTA and, therefore, whether the traffic is subject to reciprocal compensation, the location of the end office serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. This definition will not be deemed to affect the right of either party to bill its own end users its own charges for any such call.

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

TRANSIT SERVICE – for the purposes of this agreement where Frontier provides tandem services means the delivery of certain traffic by Frontier between Sprint and a third party (i.e. ILEC, CLEC or CMRS provider) when both Sprint and the third party are interconnected at the same Frontier tandem. The following traffic types will be delivered by Frontier: (i) Telecommunications Traffic originated from Sprint and terminated to such third-party and (ii) Telecommunications Traffic originated from such third-party and terminated to Sprint.

TRANSPORT – means the transmission and any necessary tandem switching of Telecommunications Traffic subject to section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

TYPE 2A INTERCONNECTION - A type of direct interconnection that occurs to complete the linking of Sprint's MSC and a Frontier access tandem switch. Type 2A interconnection enables the mutual exchange of traffic between Sprint NXX codes served by Sprint's MSC and NXX codes served by end offices subtending the Frontier tandem.

TYPE 2B INTERCONNECTION - A type of direct interconnection that occurs to complete the linking of Sprint's MSC and a Frontier end office switch. Type 2B interconnection only enables the mutual exchange of traffic between Sprint NXX codes served by Sprint's MSC and Frontier NXX codes served by the specified Frontier end-office in which the Type 2B interconnection occurs. Type 2B interconnection will be at a Frontier end office switch or Frontier host end-office switch which includes subtending remote switches

WIRELESS CARRIER - Telecommunications common carrier authorized by the Federal Communications Commission (FCC) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

SECTION 2. INTERCONNECTION

2.1 Direct Interconnection - Subject to the applicable interconnection rules and regulations, Frontier will provide to Sprint, upon request, those facilities and arrangements described in the Service Request Form to establish the physical interconnection and to mutually exchange traffic provided for herein and such other facilities Sprint may require and request for operation of Sprint System. Sprint agrees to order the appropriate services and facilities required to provision the desired interconnections. The types of direct interconnections offered under this Agreement are designated as Type 2A Interconnection and Type 2B Interconnection, as defined in Section 1. Industry standard Access Service Request (ASR) and/or Local Service Request (LSR) forms will be used to order service(s) from Company. When required, additional information can be provided in the remarks field of the form(s), or in a separate letter of explanation sent to the appropriate Account Manager.

2.1.1 For the purposes of a direct connection established under this agreement, the POI shall be deemed to be at either Frontier's boundary or at technically feasible location within Frontier's geographic boundary as represented by the BP percentage found in the NECA

No. 4 Tariff where Frontier is a NECA Company. In the event the BP percentage found in the NECA No. 4 Tariff is not within Frontier's geographic boundary, or Frontier is not a NECA Company in the specific interconnection location requested, the POI will be established at a technically feasible point within Frontier's system.

2.1.2 Sprint may request additional interconnection locations with Frontier under the terms and conditions of this Agreement at any time during the term by submitting a request to the interconnection manager listed in Section 15, Notices and Demands by using the Service Attachment form provided in this Agreement and by submitting an industry standard ASR to Frontier ICSC. The Parties agree that they will not amend the Agreement each time a new Service Attachment is completed.

2.1.3 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling utilizing the currently defined industry standards for SS7 connection. Either party may use a third party provider for SS7 services.

2.1.4 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of Interconnection Facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

> 2.1.4.1 The electrical interface at Points of Interconnections (POIs) will be DS1 and DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking at their end and Sprint will provide any DS1 multiplexing required for facilities or trunking at their end.
>
> 2.1.4.2 Frontier and Sprint will engineer all traffic exchange trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.
>
> 2.1.4.3 Where additional equipment is required, such equipment would be obtained, engineered and installed on the same basis and with the same intervals as any similar growth job for Sprint's or Frontier's internal customer demand.

2.1.5 The Parties will work toward the development of joint forecasting responsibilities for traffic utilization over Interconnection Facilities covered in this contract. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. The Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request. Frontier's preference is a semi-annual forecast covering the following 24-month period.

2.1.6 Each Party will provision their system to provide a P.01 grade of service.

2.1.7 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its

services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.1.8 Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will use its best efforts to expedite the clearance of trouble.

2.2 Indirect Interconnection -The Parties may exchange traffic under this Agreement indirectly via the facilities of a third party.

2.2.1 For the purposes of an indirect connection established under this Agreement, the POI shall be undetermined at this time. In the event either Party believes that the location of the POI for indirect traffic needs to be established under this Agreement, the parties agree to negotiate the location of the POI for such indirect traffic subject to the dispute resolution provision in Section 17.

2.2.2 Indirect traffic will be subject to Reciprocal Compensation pursuant to Section 4, Charges for Facilities and Arrangements.

2.2.3 In the event traffic is exchanged indirectly, either Party's Telecommunications Traffic may be routed through one or more intermediaries for interconnection with the other Party's system and transit a tandem switch before reaching the terminating Party's system. Frontier may utilize third party records to calculate mobile-to-land traffic terminated by Sprint in a specific end office. In the event Frontier is unable to determine the amount of mobile-to-land traffic Frontier terminates from Sprint in a specific end office or multiple end offices, the Parties will negotiate a mutually agreed upon method for the calculation of mobile-to-land traffic terminated by Frontier to allow for reciprocal compensation for terminated traffic in the applicable end offices. When Frontier has the capability of measuring and billing the mobile-to-land traffic, both Parties will mutually agree on the industry standard used, and how such standard is implemented, to determine jurisdiction of the Telecommunications Traffic.

2.2.4 The Parties agree that a direct interconnection may become warranted when the volume of Telecommunications Traffic exchanged between the Parties equals or exceeds a DS1 level (512 centum call seconds or "CCS") when measured at busy hour at least 15 times per month or 8 times per day. If such a level of indirect traffic is reached between Sprint's system and a given Frontier end office, the Parties will negotiate in good faith the mutual need for a direct interconnection between Sprint's system and the affected Frontier end office.

2.2.4.1 A Type 2B two way direct trunk established pursuant to negotiations as provided in Section 2.2.4 shall be provisioned to the Frontier End Office at which the 512 CCS worth of traffic is being exchanged, and overflow to an associated Type 2A trunk group (also referred to as the "alternate final" route).

2.2.4.2 Whenever a two-way Type 2B direct trunk is established between the Parties, the Parties will use its best efforts to deliver all Telecommunications Traffic to the other Party over the Type 2B trunk.

2.2.4.3 Telecommunications Traffic terminated over an established two-way Type 2B direct trunk shall be subject to Reciprocal Compensation based on Section 4.1.1.2.

2.3 The terms and conditions of this Agreement will prevail over and supersede any other conflicting rates, terms and conditions contained on Sprint's purchase order for services provided under this Agreement.

2.4 Nothing in this Agreement shall prohibit Sprint from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint spectrum and license. Traffic originating or terminating on such extended networks shall be subject to the terms and conditions of this Agreement.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The Interconnecting Facilities will be used only for the handling of interchanged traffic originating or terminating on Sprint's System in connection with Sprint's Authorized Services. Such facilities may, however, be used for any lawful use. The delivery of Telecommunications Traffic between the Parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The Parties agree that the exchange of EAS traffic shall be considered as Telecommunications Traffic and compensation for the termination of such traffic shall be pursuant to the reciprocal compensation terms of this Agreement. An NXX assigned to Sprint shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center. Nothing in this provision shall prohibit either party from establishing other arrangements for Transit Traffic with third party(ies) from/to whose network such traffic ultimately originates or terminates. This agreement does not include traffic of Sprint end-user customers to which Sprint may provide service on a landline basis.

3.1.1 Frontier agrees that it will transit traffic between Sprint's system and the system of a Non-party carrier that is interconnected at or subtends a Frontier's tandem. If a Non-party carrier objects to Frontier transiting traffic between Sprint 's system and said Non-party carrier, then either Sprint or Frontier may request direction from the Commission regarding Frontier's obligation to continue to transit traffic between Sprint and the objecting Non-party carrier. Pending the outcome of the Commission decision, Frontier will continue to transit traffic provided that, Sprint exercises its best efforts to resolve the dispute with the Non-party carrier. Frontier may use the Formal Dispute Resolution procedures outlined in Section 17 of the agreement if it believes that Sprint has not made a good faith effort to promptly resolve the dispute.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used by Sprint for the provision of through calling from a landline telephone to another landline telephone. The only exception is when Sprint's end-user "call forwards" to a landline telephone.

3.3 Connecting circuits, facilities and arrangements provided to Sprint by Frontier will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 When needed and upon request by Sprint, special construction will be undertaken in accordance with the applicable Frontier's tariff or as mutually negotiated by the Parties.

3.5 Any other provision of this Agreement notwithstanding, Frontier will recognize, deliver traffic to, accept traffic from, and otherwise honor the validity of any NXX assigned to Sprint by the North American Numbering Plan Administrator.

3.6 Network Harm

3.6.1 Neither Party will use any service related to or use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

(a) Promptly notify the other Party of such temporary discontinuance or refusal;

(b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

(c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

3.7 Frontier and Sprint each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.

3.9 Sprint will be solely responsible, at its expense, for the overall design of its services.

3.10 Mobile customers of Sprint will be instructed to report all cases of trouble to Sprint. In order to facilitate trouble reporting and to coordinate the repair of service provided to Sprint by Frontier

under this Agreement, "Frontier 24-Hour Repair Center" will provide 24-hour trouble reporting for Sprint.

3.10.1 Where new facilities, services and arrangements are installed, Frontier, via the NOC, will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Sprint that the new circuit is ready for service.

3.10.2 Frontier will furnish a trouble reporting telephone number for the designated NOC. This number will give Sprint access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established to ensure access by Sprint to a location which is staffed and has the authority to initiate corrective action.

3.10.3 Before Sprint reports a trouble condition, it will use its commercially reasonable efforts to isolate the trouble to Frontier's facilities.

3.10.4 In cases where a trouble condition adversely affects Sprint's service, Frontier will give Sprint the same priority extended to other telephone companies.

3.10.5 Frontier and Sprint will cooperate in isolating the trouble.

3.11 When direct Interconnection Facilities are requested by Sprint, trunking arrangements shall be established

3.11.1 Separate trunk groups for the exchange of Telecommunications Traffic.

3.11.2 Intentionally Left Blank

3.11.3 Intentionally Left Blank

3.11.4 Where Frontier is the 911 service provider, separate trunks are required to connect Sprint's switch to Frontier E911 routers. Frontier will impose no charge on Sprint for 911/E911 components and facilities used by the municipality purchasing the 911/E911 services, beyond applicable charges for Frontier trunking arrangements from/to Sprint.

3.12 Sprint and Frontier do not agree on the responsibility of Frontier to pay reciprocal compensation to Sprint for intraMTA traffic presubscribed to a third party carrier that originates from a Frontier end user and terminates to a Sprint end user. However, the Parties have reached the following compromise: Sprint will not bill Frontier reciprocal compensation for interLATA intraMTA traffic. Sprint may bill Frontier reciprocal compensation for intraLATA intraMTA traffic, whether or not presubscribed to a third party carrier. In the event of a dispute over such issue the Parities will attempt to resolve the dispute. Failing resolution, the Parties will submit the issue for arbitration to the state regulatory commission. Both Parties reserve all rights to take such positions as they deem appropriate in such a proceeding, and this compromise does not represent an agreement or admission by either Party as to the responsibility or lack of responsibility for Frontier to pay reciprocal compensation on either intraLATA intraMTA or interLATA intraMTA traffic.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENT

4.1 RECIPROCAL COMPENSATION TERMINATION CHARGES. The rates in this Section 4 constitute the Reciprocal Compensation that each Party will pay the other for the Transport and Termination of Telecommunications Traffic interchanged between them.

4.1.1. Rate Application – the applicable Reciprocal Compensation rate to be charged by a Party for the Transport and Termination of, Telecommunications Traffic on its network that originated on the network of the other Party shall be as follows:

4.1.1.1. Type 2A Interconnection rate:

Wireless to Wireline	$ 0.011
Wireline to Wireless	$ 0.011

4.1.1.2. Type 2B Interconnection rate:

Wireless to Wireline	$ 0.011
Wireline to Wireless	$ 0.011

4.1.1.3 Indirect Interconnection rate:

Wireless to Wireline	$ 0.011
Wireline to Wireless	$ 0.011

4.1.2 InterMTA Traffic – The Parties contemplate that they may exchange InterMTA Traffic over the interconnection facilities provided for under this Agreement. Charges for the transport and termination of InterMTA Traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs or other applicable access rates, as appropriate. The Parties will develop an initial factor representative of the share of total traffic exchanged over the interconnection facilities that is exempt from local compensation. The Parties have agreed upon the InterMTA factor of two percent (2%), which represents the percent of total minutes to be billed access charges. The InterMTA factor shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

4.1.3. Bill and Keep – The charge for Reciprocal Compensation will be bill and keep, if a traffic study is performed which documents that for six consecutive calendar months of mutual traffic exchange between the Parties after the Effective Date of this Agreement the total terminating to originating traffic for the entire six-month study period was balanced by a ratio of less than 60 percent terminating to 40 percent originating on the Frontier' System. Any traffic study shall be based on mutually agreeable measurement criteria and auditing standards, and shall not be performed more often than semiannually.

4.1.4 ISP Capped Rates - The Parties recognize that the FCC issued its Order on Remand and Report and Order on Intercarrier Compensation for ISP-bound Traffic in its Docket No.

96-98 on April 27, 2001 ("FCC Order"), and that various parties have filed appeals of that FCC Order. The parties agree that there is no ISP-bound traffic between them, and that ISP-bound traffic will not be separately identified or accounted for under this agreement. If billing has commenced under section 4.1 and Frontier elects to invoke the rate cap for ISP bound traffic established in the FCC Order with respect to any Telecommunications Carrier in the state, Frontier will offer to exchange all Telecommunications Traffic with Sprint at the capped rate on the effective date of the implementation of the rate cap.

4.2 TRANSIT SERVICE

4.2.1 Frontier Transit Service- The originating party will pay to the transiting Party a transit service charge as set forth in Section 4.2.1.1

4.2.1.1 Tandem Transit Rate per MOU $.0061854

4.2.2 Third Party - The Parties disagree over the responsibility to pay a third party transit provider in the Land-to-Mobile direction. If such an arrangement is created and such charges are assessed by a third party transit provider, the Parties agree to negotiate an agreement to cover such a situation. In the event an agreement cannot be reached between the Parties, the Parties agree to resolve the issue pursuant to the dispute resolution provisions within Section 17, which may include submitting the issue for arbitration to the appropriate state regulatory authority. In the event there exists a non–appealable final order of general applicability specific to the jurisdiction of the dispute that mandates a particular result, the Parties agree to abide by such non-appealable final order unless and until an applicable regulatory authority issues an order of general applicability that is contrary to the previously mandated result.

4.3 FACILITY CHARGES

4.3.1: Where Sprint interconnects with Frontier by purchasing Interconnection Facilities and these facilities are used for two-way Traffic, each Party shall pay 100% of all recurring and/or non-recurring charges associated with their side of the POI. The Parties shall establish the POI per Section 2.1.1 of this Agreement.

4.3.2 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.

4.4 For purposes of billing compensation for the exchange of Telecommunications Traffic, billed minutes of use (MOU) will be based upon conversation time. Conversation time will be determined from actual usage recordings. Usage measurement begins when the terminating end recording switch receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the terminating entry switch receives or sends a release message, whichever occurs first. Measured MOU are aggregated at the end of the billing cycle and then rounded up to the nearest whole minute.

4.5 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements enabling each Party to provide the other

Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

4.7 When the Parties have directly interconnected their facilities, or when traffic between the Parties is terminated indirectly, either Party may utilize its own systems or the records from a third party, including Sprint to calculate traffic terminated to its system. In the event either Party is unable to determine the amount of Mobile-to-Land or Land-to-Mobile traffic terminated in a specific End Office(s) or Tandem, for a given month the Parties agree to either 1) utilize an average of the last three (3) measurable months usage, if available, from previous records to bill for Reciprocal Compensation for Telecommunications Traffic terminated in the applicable End Office(s) or Tandem, or in the case where there are not three (3) months of billing data 2) apply a 30% Land-to-Mobile factor based on the volume of Telecommunications Traffic originated by Frontier in order to calculate the Mobile-to-Land Telecommunications Traffic Frontier terminates from Sprint.

SECTION 5. BILLING & PAYMENTS

5.1 In consideration of the services provided by Frontier under this Agreement, Sprint shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Sprint under this Agreement, Frontier shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

5.1.1 To Sprint:

All payments should be sent to:

Sprint Spectrum
P.O. Box 844672
Dallas, TX 75284-4672

Unless otherwise notified, invoices should be sent to:

If by regular mail to:

Sprint PCS
Attn: Access Verification
P.O. Box 6827
Shawnee Mission, KS 66206-0827

If by overnight delivery, to:

Sprint PCS
Attn: Access Verification
6500 Sprint Parkway
Mailstop: KSOPHL0412
Overland Park, KS 66251

To expedite payment to Frontier, Sprint will notify Frontier on a market by market basis the name and address of the third-party operating a Sprint extended network manager subject to this Agreement per section 2.4, for Frontier to send its invoice to Sprint in care of such third party at the third-party's address.

5.1.2 To Frontier:

Frontier, A Citizens Communications Company
Attention: Access Verification
14450 Burnhaven Dr.
Burnsville, MN 55306

5.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed and will become due twenty (20) days after receipt.

5.2.1 Parties will compensate each other on verifiable records of actual usage.

5.2.2 Parties shall not bill for any previously unbilled past usage that occurred twelve (12) months or more prior to the date of the monthly billing statement upon which such past usage is initially billed.

5.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

5.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

5.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

5.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 5.3.4 following.

5.3.4 Undisputed amounts shall be paid when due as set forth in Section 5.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The

late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

5.4 Both Parties shall use the Dispute Resolutions Procedures as described in Section 17.

SECTION 6. ALLOWANCE FOR INTERRUPTIONS

6.1 When use of the facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party, any contractor or supplier of the interrupted Party or its customer, the interrupted Party will, upon request, be allowed a credit as follows:

6.2. The amount of credit to Sprint will be an amount equal to the prorata monthly charge for the period during which the facility affected by the interruption is out of service.

6.3. Claims for reimbursement will be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 15 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars ($5).

6.4. A credit will not be applicable for any period during which the interrupted Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

SECTION 7. AUDIT

7.1 Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 8. TERM AND TERMINATION OF AGREEMENT

8.1 This Agreement will become effective the 1st day of August 2007 and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive month-to-month terms after the initial term unless either Party provides the other Party with no less than ninety- (90) day's prior notification of its intent to terminate or desire to renegotiate. During any such renegotiations, the terms and conditions of this Agreement will remain in effect until resolution. Such notice will be provided in writing to the other Party.

8.2 The date when the facilities and arrangements furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties. Parties agree that orders will be accepted upon execution of the Agreement by both parties.

8.3 This Agreement will immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide communications services over its System.

8.5 If a dispute arises between the Parties as to the proper charges for the facilities or arrangements furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement. The presence of such dispute will not be deemed cause for Frontier to refuse to furnish additional facilities or arrangements upon reasonable request of Sprint or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists.

8.6 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties.

SECTION 9. CONFIDENTIALITY AND PUBLICITY

9.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 9.

9.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

9.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. At a minimum, each Party shall:

use at least the same degree of care in safeguarding such Proprietary Information as it uses for its own Proprietary Information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

limit access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

9.4 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and will use reasonable efforts to notify

the Disclosing Party prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

is approved for release by written authorization of the disclosing Party; or

is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

9.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

9.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

9.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

9.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 10. LIABILITY AND INDEMNITY

10.1 Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its customers.

10.2 To the extent not prohibited by law and except as otherwise provided, each Party will indemnify and hold harmless the other Party from any loss, cost, claim, injury or liability brought by a person not a Party or an affiliate under this Agreement which is proximately caused by the gross negligent acts or omissions or willful misconduct of the indemnifying Party or its employees, agents or contractors in connection with the performance of this Agreement. Such indemnity only extends to the percentage of negligence attributable to the indemnifying Party.

10.3 Frontier will reimburse Sprint for damages to facilities of Sprint provided under this Agreement if caused by the negligence or willful act of Frontier or due to malfunction of any facilities or equipment provided to Frontier by an entity, other than Sprint. Sprint will cooperate with Frontier in prosecuting a claim against the person causing such damage and Frontier will be subrogated to Sprint's right to recover for the damages to the extent of such payment.

10.4 Sprint will reimburse Frontier for damages to facilities of Frontier provided under this Agreement if caused by the negligence or willful act of Sprint or due to malfunction of any facilities or equipment provided to Sprint by an entity, other than Frontier. Frontier will cooperate with Sprint in prosecuting a claim against the person causing such damage and Sprint will be subrogated to Frontier's right to recover for the damages to the extent of such payment.

10.5 The Parties will cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the connection arrangements and interchange of traffic including, without limitation, Workers Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

10.6 Neither Party will be required to reimburse the other for any claim or loss pursuant to this Section 10 arising out of a single incident, where the amount in controversy is less than one hundred dollars ($100).

SECTION 11. INTELLECTUAL PROPERTY

11.1 Frontier and Sprint will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontier or Sprint under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party.

11.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Frontier, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Frontier, except to the extent necessary for Sprint to use any facilities or equipment (including software) or to receive any service provided by Frontier under this Agreement.

11.3 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Sprint, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Sprint, except to the extent necessary for Frontier to use any facilities or equipment (including software) or to receive any service provided by Sprint under this Agreement.

SECTION 12. DISCLAIMER OF WARRANTIES

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY ONE PARTY OF FACILITIES, ARRANGMENTS, OR SERVICES PROVIDED BY THE OTHER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

12.2 FRONTIER WILL PROVIDE INTERCONNECTION TO SPRINT IN A QUALITY AND DILIGENT MANNER CONSISTENT WITH SERVICE FRONTIER'S PROVIDES TO ITS AFFILIATES, CUSTOMERS AND OTHER INTERCONNECTORS, IN ACCORDANCE WITH APPLICABLE TECHNICAL STANDARDS FOR INTERCONNECTION SERVICES ESTABLISHED IN THE TELECOMMUNICATIONS INDUSTRY. FRONTIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12.3 It is the express intent of the Parties that each Party be solely responsible for all claims of its end-users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its end-users, except to the extent such claims are found to be caused by the other Party's gross negligence or willful misconduct.

12. 4 Except for allowance of interruptions as set forth in Section 6, in no event will either Party be liable to the other Party for incidental, special, or consequential damages, loss of goodwill, anticipated profit, or other claims for indirect or special damages in any manner related to this Agreement or the services even if such Party was advised of the possibility of such damages, and whether or not such damages were foreseeable or not at the time this Agreement was executed.

SECTION 13. RECORD RETENTION

13.1 All data associated with the provision and receipt of Service(s) pursuant to this Agreement will be maintained for the retention period required by law.

SECTION 14. AMENDMENTS; WAIVERS

14.1 This Agreement may be amended by written agreement signed by authorized representatives of both Parties.

14.2 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed.

14.3 No course of dealing or failure of either Party to strictly enforce any term or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants and conditions, but the same will be and will remain in full force and effect.

SECTION 15. NOTICES AND DEMANDS

15.1 All notices, demands or requests which may be given by any Party to the other Party under this Agreement (other than Trouble reports and Notice of Interruption pursuant to Sections 3 and 5) are to be in writing and will be deemed to have been duly delivered on the date delivered in person or sent via telex, telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States Mail via certified mail return receipt requested, or the day after delivery to an overnight courier and addressed as follows:

If to Sprint:

Sprint Nextel
Attn: Legal/Telecom Management Group
P.O. Box 7966
Shawnee Mission, KS 66207-0966

or

Mailstop:KSOPHN0312-3A318
6450 Sprint Parkway
Overland Park, KS 66251
(913) 315-9762 (overnight only)

With a copy to:

Sprint Nextel
Manager: ICA Solutions
P.O. Box 7954
Shawnee Mission, KS 66207-0954

or

Mailstop:KSOPHA0310-3B268
6330 Sprint Parkway,
Overland Park, KS 66251
(913) 762-4847 (overnight only)

And to Frontier, addressed as follows:

Frontier, A Citizens Communications Company
Attn: Director, Carrier Services
180 S. Clinton Ave.
Rochester, NY 14646
Tel: (716) 777-7124
Fax: (716) 424-1196

With a copy to:

Frontier, A Citizens Communications Company
Attn: Manager, Interconnection Services
9260 E. Stockton Blvd.
Elk Grove, CA 95624

And

Frontier, A Citizens Communications Company
Attn: Gregg Sayre, Associate General Counsel
180 S. Clinton Avenue
Rochester, NY 14646

15.3 The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 16. ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest, without the written consent of the other Party will be void, except either Party may assign all or part of its rights and obligations to any legal entity which is a subsidiary or affiliate of that Party without consent, but with written notification. Such written consent will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of such Party and will not waive any right or remedy available under law or regulation.

SECTION 17. DISPUTE RESOLUTION

17.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.2 Informal Resolution of Disputes - At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

17.3 Formal Dispute Resolution - If negotiations fail to produce an agreeable resolution within sixty (60) days of either Parties' initial request for informal dispute resolution hereunder, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

17.4 Continuous Service - The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations in accordance with this Agreement; provided however, nothing herein shall prohibit either Party from exercising its termination rights as provided for in this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including the preamble and all Attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgements, invoices, or other instruments. All exhibits referred to in this Agreement are incorporated herein by reference.

SECTION 19. GOVERNING LAW

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

SECTION 20. CHANGE OF LAW

This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, or stay the enforcement of any provisions of this Agreement, or otherwise alter or amend the statutes or implementing rules under which the provisions of this Agreement were negotiated, the Parties shall in good faith attempt to arrive at an agreement respecting the affected provision. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

SECTION 21. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

SECTION 22. HEADINGS

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

SECTION 23. FORCE MAJEURE

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement from any cause reasonably beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power blackouts, unusually severe weather conditions, inability to secure products or services or other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions).

SECTION 24. REGULATORY APPROVALS

24.1 Although this Agreement may be executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature or previously stated effective date until the first business day after such approval has been obtained.

24.2 Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

SECTION 25. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language subject to the dispute resolution process provided in Section 17.

SECTION 26. CONDITIONS TO INDEMNIFICATION

Upon a request for indemnification owed by either party (the "indemnifying Party") to the other (the "indemnified Party") under this Agreement, the indemnified Party shall promptly notify the indemnifying Party of any and all threats, written claims, or demands for which indemnification is sought under this Agreement. Each Party shall cooperate fully with the other, and the indemnifying Party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment; provided further that such settlement, compromise or other resolution of such claim does not result in any liability to the indemnified Party. The indemnified Party shall have the right to retain to undertake its own defense or settlement of any such threat, claim or demand upon written notice to the indemnifying Party, whereupon the indemnifying Party's indemnification obligations with respect to such threat, claim or demand (but not with respect to any other) shall automatically be excused.

SECTION 27. NO JOINT VENTURE

Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

SECTION 28. REMEDIES

Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

SECTION 29. FURTHER ASSURANCES

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested

or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

SECTION 30. SIGNATURES

The Parties thereto have caused this Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Service to be executed in their behalf on the dates set forth below:

Sprint Spectrum L.P.

By: _____

Typed: Gary Lindsey

Title: Director – Access Solutions

Date: 10/22/07

Frontier Communications of St. Croix, LLC and Frontier Communications of Mondovi, LLC

By: _____

Typed: ~~Melinda White~~ Christopher P Eldredge

Title: ~~SVP Commercial Sales & Marketing~~ VP

Date: 10/31/07

Service Request Form

The following Service Request Form must be completed and submitted to the interconnection manager listed in Section 15, Notices and Demands, prior to submitting an ASR for new interconnection locations.

Section 1 - Description

Frontier's interconnection location (exchange, state):

_____, _____

Point of Interconnection (POI CLLI): _____

NPA___ NXX ___

Sprint's interconnection location:

_____ _____ OCN - _____

Point of Interconnection (POI CLLI): _____

NPA ___ NXX___

Legal Entities: _____

Frontier Communications of _____ LLC (Wisconsin)

Interconnection Type: _____2A _____2B _____Indirect

On Behalf of Sprint:	On Behalf of Frontier:
By:_____	By: _____
Printed: _____	Printed:_____
Signed:_____	Signed:_____
Date:_____	Date:_____