

**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT**

By and Between

Golden West Companies

And

Alltel Communications, Inc.

For the State of

South Dakota

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INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Alltel Communications, Inc. and Golden West
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This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective as of the date of final Commission approval of the Agreement (the “Effective Date”), by and between the Golden West Telecommunications Cooperative, Inc. for itself and its affiliates Armour Independent Telephone Company, Bridgewater-Canistota Independent Telephone Company, Kadoka Telephone Company, Sioux Valley Telephone Company, Union Telephone Company of Hartford, and Vivian Telephone Company [“Golden West”] with offices at 525 East Fourth Street, Dell Rapids, South Dakota 57022 and Alltel Communications, Inc. a Delaware corporation, for itself and its wireless affiliates and solely with respect to its operations as a CMRS provider in the state of South Dakota (“Alltel”) with offices at One Allied Drive, Little Rock, Arkansas 72202.

WHEREAS, Alltel is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”);

WHEREAS, Golden West is a local exchange carrier holding a certificate of authority to provide local exchange telecommunications services in certain exchanges within the state of South Dakota.

WHEREAS, Golden West and Alltel exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic and for the resale by Alltel of Golden West retail services, as specified below;

WHEREAS, the parties intend this Agreement to be in accordance with Section 251(b)(5) of the Telecommunications Act of 1996, and which is intended to supercede any previous arrangements between the Parties relating to such Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Golden West and Alltel hereby agree as follows:

1. Definitions

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

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- 1.1. **“Act”** means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended.
- 1.2. **“Affiliate”** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. **“Central Office Switch”** means a Golden West switch used to provide Telecommunications Services, including, but not limited to the following:
- (a) **“End Office Switch”** is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
- (b) **“Remote End Office Switch”** is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
- (c) **“Host Office Switch”** is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, transmission, and related functions including local switching.
- (d) **“Tandem Switch”** is a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.
- A Central Office Switch may also be employed as a combination of any or all of the above switch types.
- 1.4. **“Commercial Mobile Radio Services”** or **“CMRS”** has the meaning given to the term in the Part 20, FCC Rules
- 1.5. **“Commission”** means the South Dakota Public Utilities Commission.
- 1.6. **“Direct Interconnection”** means either a one-way or two-way connection between the Golden West network and the Alltel network.

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- 1.7. **“End User”** means, whether or not capitalized, any business, residential or governmental customer of services provided by a Party, and includes the term “Customer”. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.
- 1.8. **“FCC”** means the Federal Communications Commission.
- 1.9. **“Interconnection”** has the meaning given the term in the Act and refers to the services, equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.
- 1.10. **“Interexchange Carrier”** or **“IXC”** means a carrier that provides or carries, directly or indirectly, toll Traffic.
- 1.11. **“InterMTA Traffic”** is Traffic that originates in one MTA and terminates in a different MTA.
- 1.12. **“Local Service Area”** means, for Alltel originated traffic, all intraMTA traffic and for Golden West originated traffic, its local calling area inclusive of Extended Area Service (EAS), Extended Local Calling (ELC), Metropolitan Calling Area (MCA) or similar expanded local calling areas that identify a rate center where the originating caller has local calling to any NPANXX in that rate center.
- 1.13. **“Local Exchange Carrier”** or **“LEC”** is as defined in the Act.
- 1.14. **“Location Routing Number”** or **“LRN”** is a ten digit routing number that identifies the terminating switch for a telephone number that has been ported.
- 1.15. **“Major Trading Area”** or **“MTA”** means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202(a).
- 1.16. **“Mobile Switching Center”** or **“MSC”** means Alltel facilities and related equipment that perform the switching for the routing of calls from and among its End Users and other Telecommunications Carrier networks. The MSC is also used to connect and switch trunk circuits within the Alltel network and between the Alltel network and the public switched telephone network.
- 1.17. **“NPA”** or the **“Number Plan Area”** also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).
- 1.18. **“NXX”** means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

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- 1.19. **“Party”** means either Golden West or Alltel, and **“Parties”** means Golden West and Alltel.
- 1.20. **“Point of Interconnection”** or **“POI”** means that technically feasible point of demarcation where the exchange of traffic between the Parties takes place.
- 1.21. **“Rate Center”** means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.22. **“Reciprocal Compensation”** means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier’s network of Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.23. **“Resale Services”** Golden West exchange services and related vertical features and other telecommunication services that may be purchased from Golden West and resold by Alltel.
- 1.24. **“Telecommunications”** means the transmission, between or among points specified by the End User, of information of the End User’s choosing, without change in the form or content of the information as sent and received.
- 1.25. **“Telecommunications Carrier”** means any provider of Telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.26. **“Telecommunications Traffic”** or **“Traffic”** is Telecommunications that is originated and terminated between Golden West and Alltel within the same Major Trading Area (MTA), regardless of whether it is transported by a third party. Telecommunications Traffic includes Local Service Area Traffic and Transiting Traffic.
- 1.27. **“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.
- 1.28. **“Third Party Provider”** shall mean any facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, or competitive local exchange carriers that carry Transiting Traffic. The term shall not mean resellers of a Golden West’s local exchange services or resellers of Alltel’s service.

- 1.29. **“Transiting Traffic”** means traffic between two Telecommunications Carriers, carried by a Third Party Provider that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.30. **“Transport”** means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called Party, or equivalent facility provided by a third party provider.

2. **Interpretation and Construction**

All references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. The headings of the Sections and Attachments are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third Party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

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

The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for Transport and Termination of Traffic or the types of arrangements prescribed by this Agreement.

3. **Scope**

This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

This Agreement establishes the methodology for the exchange of and compensation for Traffic originated on the network of Alltel, transited via the network of a Third Party Provider and terminated on the network of Golden West, or delivered directly to, and terminated by Golden West, or originated on the network of Golden West, transited via the network of a Third Party Provider and terminated on the network of Alltel, or delivered directly to, and terminated by Alltel.

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Pursuant to this Agreement, the Parties will extend certain arrangements to one another as needed to meet the requirements of this Agreement. This Agreement reflects a balancing of interests critical to the Parties.

3.1 Each Party's NPA/NXXs and network routing information are listed in Telcordia's Local Exchange Routing Guide ("LERG"). The Operating Company Number ("OCN") for each Party in the state of South Dakota are:

3.1.1 Alltel OCNs: 5037, 6293

3.1.2 Golden West OCNs: 0158, 1640, 1659, 1667, 1677, 1684, 1686

3.2 The Parties have not addressed the basis for intercarrier compensation relating to enhanced services and Internet traffic. The Parties agree that such traffic between them, if any, is presently de minimis. If a Party has reason to believe that enhanced service and Internet traffic is not de minimis, that Party may provide notice to the other and open negotiations to determine an appropriate method for identifying, transporting, and determining the compensation for such traffic. If the Parties are unable to reach agreement, the matter shall be resolved using the arbitration procedures under the Act.

3.3 Pursuant to Attachment C to this Agreement, Golden West will allow Resale of any or all of its tariffed retail services to Alltel.

3.4 Pursuant to Attachment D to this Agreement, Golden West will provide for the exchange of 911/E911 traffic.

4. Interconnection Methods and Facilities

This Section describes the methods with which the Parties to this Agreement may interconnect their respective networks for the Transport and Termination of Traffic.

4.1. Indirect Method of Interconnection. Either Party may choose to deliver traffic from its network through a Third Party Provider and thus be indirectly connected with the other Party for the delivery of Traffic originated on its network.

4.2. Direct Interconnection.

4.2.1. Direct Interconnection facilities provide a trunk side connection between the Parties' networks. Alltel will have access via a single POI for termination of all Traffic to Golden West's network.

4.2.2. Upon mutual agreement of the Parties, Direct Interconnection facilities may be either One-Way or Two-Way facilities. When both Parties agree to utilize two way facilities, charges will be shared by the Parties on a

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proportional percentage basis as specified in Attachment A Section 4.0. The Parties agree to review actual minutes transported on shared two way facilities and modify the percentages specified in Attachment A Section 4.0 no more than twice annually. If warranted by actual usage, the facility factor percentages shall be revised accordingly and shall be applied in the next billing cycle following the Traffic review.

- 4.2.3. The Parties shall provide each other a forecast of projected Traffic volume for each point of interconnection when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.
- 4.3. Facility Locations. Alltel may directly connect with Golden West's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Attachment B constitute technically feasible points of Direct Interconnection.
- 4.4. Additional Direct Interconnection Methods Available to Alltel. Alltel may provide its own facilities and transport for the delivery of traffic from its network to a POI with Golden West's network. Alternatively, Alltel may purchase an entrance facility and transport from a Third Party Provider or from Golden West for the delivery of such traffic. Rates for entrance facilities and transport purchased from Golden West are specified in Golden West's Interstate Access Service Tariff.
- 4.5. Technical Requirements and Standards. Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.
- 4.6. Impairment of Service.
 - 4.6.1. 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 ("Impairment of Service").

4.6.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

5. **Routing of Traffic**

This Section provides the terms and conditions for the proper routing exchange of Traffic between the Parties' respective networks.

- 5.1. Indirect Connection via a Third Party Provider. As an alternative to routing Local Traffic covered by this agreement through a Direct Interconnection, either Party may choose to route traffic from its network through a Third Party Provider to the terminating Party's POI with the Third Party Provider.
- 5.2. Mobile to Land Traffic – Direct Interconnection. Alltel shall be responsible for the delivery of Traffic from its network to the appropriate Point of Interconnection with Golden West's network for the Transport and Termination of such traffic by Golden West to one of its End Users.
- 5.3. Land to Mobile Traffic – Direct Interconnection.
 - 5.3.1. Golden West shall be responsible for the delivery of traffic from its End Users connected to its network to the appropriate Point of Interconnection with Alltel's network for the Transport and Termination of such traffic by Alltel to an End User.
 - 5.3.2. Golden West shall deliver all originating Local Service Area traffic bound for Alltel to the direct connection(s).
- 5.4. Dialing Parity and N-1 Carrier Responsibilities. Both Parties agree to adhere to dialing parity obligations including 'N-1 carrier' routing obligations. For any NPANXX line numbers assigned to Alltel that have a rate center associated with a Local, EAS, ELC, MCA exchange or similar program, Golden West will route all land-to-mobile traffic to Alltel as local traffic utilizing End User dialing patterns undifferentiated from those provided to any carrier's number assigned to the same rate center.

6. **Compensation**

The following provisions specify the compensation for traffic pursuant to this Agreement.

- 6.1. IntraMTA Traffic. Except to the extent that a bill and keep compensation mechanism has been determined by the commission to be required by FCC rules, the Parties shall reciprocally and symmetrically compensate one another for IntraMTA Traffic at the lesser of (i) the rates set forth in Attachment A Sections 1 and 2 or (ii) the rate (including a zero rate) that Golden West compensates for the termination of ISP traffic that originated on its network..
- 6.2. InterMTA Traffic. The Parties contemplate that they may exchange InterMTA Traffic under this Agreement. Alltel shall compensate Golden West and Golden West shall compensate Alltel, each with respect to their own originated InterMTA Traffic at the rate set forth in Attachment A Section 5. The Parties have developed an InterMTA factor to determine the amount of Traffic that shall be treated as InterMTA traffic. The factor is identified in Attachment A Section 5.
- 6.3. Golden West Provided Direct Interconnection Facilities. Alltel may utilize or the Parties may share Golden West provided interconnection facilities. Golden West provided interconnection facilities will be priced at the rates specified in Golden West's Interstate Access Service Tariff or if priced above that Tariff, will be interim, tried up to and prospectively based on forward looking pricing in accordance with FCC rules following year one after the Effective Date of this Agreement. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Attachment A Section 4.0.
- 6.4. Bill-and-Keep. If IntraMTA Traffic exchanged between the parties is determined by FCC Rules to be compensated using bill and keep, neither party shall bill the other pursuant to Attachment A, Sections 1, 2, and 3.

7. Billing and Payment

- 7.1. The Parties shall bill each other on a monthly basis for the services provided under this Agreement in accordance with the rates and charges set forth in Section 5 and Attachment A.
- 7.2. Each Party will only charge the other Party for actual usage, except that Alltel will be relieved of this obligation so long as the Reciprocal Compensation Credit method of billing is used as allowed by this Agreement.
- 7.3. In the event actual detailed billing records are not available (*e.g.* if traffic is routed via a Third Party Provider), summary billing reports may be utilized.
- 7.4. Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first.
- 7.5. Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the

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billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each Interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

- 7.6. Each Party shall include sufficient detail of MOUs on its invoices to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.
- 7.7. The Parties shall pay invoiced amounts within forty-five (45) days of receipt of the invoice. For invoices not paid when due, late payment charges will be assessed on the past due balance, until paid, at a rate equal to 12% per annum, except as provided in Section 7.14.
- 7.8. Alltel may elect to use a Reciprocal Compensation Credit in lieu of submitting invoices to Golden West for Reciprocal Compensation.
 - 7.8.1. Alltel shall provide Golden West not less than sixty (60) days prior written notice when changing its election to use actual recorded MOU to bill Golden West rather than receive the Reciprocal Compensation Credit. In such event, Alltel will be then responsible for measuring the monthly Telecommunications Traffic, measured by minutes of use, terminating into its network from Golden West's network and shall bill Golden West on a going forward basis using the rates set forth in Attachment A.
 - 7.8.2. The Reciprocal Compensation Credit amount shall be determined by Golden West monthly, and reflected on the Golden invoice to Alltel as a credit against the amounts due and payable from Alltel to Golden West.
 - 7.8.3. The reciprocal compensation credit will be calculated as follows: Divide the total number of monthly measured minutes of use originated by Alltel and terminated on Golden West's network by the Mobile to Land Traffic Factor. The total calculation will then be multiplied by the Land to Mobile Traffic Factor to arrive at the total minutes of use terminated on Alltel's network per month. This monthly total will be multiplied by the rates set forth in Section 6.1 to obtain the Reciprocal Compensation Credit for the month. For example, Golden West determines that 10,000 minutes of Alltel originated Traffic has been delivered to it in a given billing period and the Parties have agreed that 60% of the traffic exchange is mobile-to-land traffic: The Parties will assume that 6,667 minutes of land originated calls were delivered by Golden West to Alltel for termination ($10,000/.60$ multiplied by $.40$).
 - 7.8.4. It is agreed that the Traffic Factors set forth on Attachment A Section 3 represent a reasonable estimate of the ratio of Traffic originated and terminated by the Parties, considering the anticipated mix of Traffic routed between the parties. Either Party may, at its option, request modification of the Factors, on a going forward basis, based on the results of a traffic study conducted for Traffic originated by or terminating to the Party's End

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Users. These factors may be modified, but no more than once annually. If the Parties are unable to reach agreement for modification of the Land to Mobile Factor, either Party may request resolution of the dispute pursuant to Section 35 of this Agreement.

- 7.9. Taxes. The Party collecting revenue shall be responsible for collecting, reporting and remitting all appropriate taxes associated therewith. Golden West is responsible for taxes on Golden West revenues and Alltel is responsible for taxes on Alltel revenues whether or not shown as a credit on the Golden West invoice to Alltel.
- 7.10. Billing notices. All bills rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

| Alltel Communications, Inc. | Golden West |
|---|----------------------|
| Alltel Communications, Inc. c/o Control Point Solutions 3655 North Point Pkwy Suite 200 Alpharetta, GA 30005 Attn: Erika Owens | Address Attn: |

- 7.11. Billing inquiries. All bill inquiries by one Party to the other Party under this Agreement shall be directed to the following locations.

| Alltel Communications, Inc. | Golden West |
|--|---|
| Wholesale Billing Services Phone Number: 1-800-351-4241 Email: ACI.CABS.Alltel.com | Point of Contact Phone Number: Email: |

- 7.12. Escalations. Each Party will provide to the other Party an escalation list for their respective billing department and the appropriate department with the authority to issue payment on a bill.
- 7.13. Disputed Amounts. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall within sixty (60) days of its receipt of the invoice containing such disputed amount give

notice to the billing Party of the invoiced amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Parties agree that they will each make a good faith effort to resolve any Disputed Amounts in accordance with the Dispute Resolution process in Section 35 of this Agreement. The billed Party shall pay when due all undisputed amounts to the billing Party. A Party may, by notice, include a prospective notice of Disputed Amounts applicable to future invoices. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall pay any unpaid Disputed Amount with late charges at the rate of twelve percent (12%) per annum calculated from the date the Disputed Amount was originally due upon final determination of such dispute.

8. Notice of Changes

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) day's advance written notice of such change to the other Party.

9. General Responsibilities of the Parties

- 9.1. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 9.2. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 9.3. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 9.4. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 9.5. SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks, for connecting Alltel to the ILEC SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Neither Party shall assess any rate or charge on the other for the

establishment, maintenance, or operation of its SS7 capabilities or for the exchange of SS7 signaling data.

- 9.6. 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network except for those connections established pursuant to Attachment D.

10. Term and Termination

- 10.1. The initial term of this Agreement shall be a one-year term which shall commence on the Effective Date. This Agreement shall automatically renew for additional one (1) month terms until replaced by another agreement or terminated by either Party upon (ninety) 90 days written notice to the other Party prior to the termination of the initial term or renewed term.
- 10.2. Upon termination or expiration of this Agreement in accordance with this Section:
- 10.2.1. Each Party shall continue to comply with its obligations under the Act and as set forth in Section 23 Confidentiality;
- 10.2.2. Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- 10.2.3. Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 10.3. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.
- 10.4. If, upon expiration or termination, either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. During the pendency of said re-negotiations, the rates, terms and conditions of this Agreement shall prevail on an interim basis until a new Agreement is effectuated or until the Parties negotiations expire.

11. Cancellation Charges

Except as provided herein, no cancellation charges shall apply.

12. Non-Severability

- 12.1. The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 12.2. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

13. Indemnification

- 13.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- 13.1.1. damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

- 13.1.2. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

- 13.1.3. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, Affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 15.3).

- 13.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- 13.2.1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified

Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

13.2.2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

13.2.3. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

13.2.4. Neither Party shall accept the terms of a settlement that involves or effects the rights or obligations of the other Party in any matter without the other Party's approval.

14. Auditing Procedures

14.1. Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The audit shall be accomplished during normal business hours. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

14.2. Each Party may request copies of the billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

15. Limitation of Liability

15.1. No liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

15.2. Except as otherwise provided in Section 13, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

15.3. Except as otherwise provided in Section 13, no Party will have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or

punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

16. DISCLAIMER

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

17. Regulatory Approval

Upon execution of this Agreement, Golden West shall file with the appropriate state or federal regulatory agency pursuant to the requirements of Section 252 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such regulatory actions shall be resolved pursuant to the Section 35 Dispute Resolution process provided for in this Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

18. Pending Judicial Appeals and Regulatory Reconsideration

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be

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amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Parties shall utilize the Dispute Resolution procedure set forth in Section 35 of this Agreement.

19. **Most Favored Nation Provision.** In accordance with Section 252(i) of the Act, Alltel shall be entitled to obtain from ILEC any Interconnection/Compensation arrangement provided by ILEC to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.
20. **Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.
21. **Independent Contractors.** Neither this Agreement, nor any actions taken by Alltel or Golden West in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Alltel and Golden West, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Alltel or Golden West in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third Party liability between Alltel and Golden end users or others.
22. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the affected Party. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.
23. **Confidentiality**
 - 23.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving

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Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 21.2 of this Agreement.

- 23.2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and 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 all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 23.3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
24. **Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of South Dakota without reference to conflict of law provisions.

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The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

25. **Assignment.** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third Party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
26. **Non-Waiver.** Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
27. **Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be delivered to the following locations.

| Alltel Communications, Inc. | Golden West |
|---|---|
| Alltel Communications, Inc. One Allied Drive Mailstop: 1269-B5F04-D Little Rock, Arkansas 72202 Attn: Wireless Interconnection Phone: 501-905-8000 Fax: 501-905-6299 | Golden West 525 East Fourth Street P.O. Box 98 Dell Rapids, South Dakota 57022 Attn: Eastern Regional Manager Phone: 605-428-5421 Fax: 605-428-3132 |
| With a copy to : Director Telecom Policy Alltel Communications, Inc. One Allied Drive Mailstop: 1269-B5F04-D Little Rock, Arkansas 72202 Phone: 501-905-8000 Fax: 501-905-6299 | |

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day

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when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

28. **Trouble Reporting.** In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

28.1. **24 Hour Network Management Contact:**

Golden West Contact Number: (xxx)-xxx-xxxx

Alltel Contact Number: 330-650-7900

- 28.2. 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 shall use its best efforts to expedite the clearance of trouble.

- 28.3. Each Party will provide to the other Party an escalation list for the repair center, ordering and provisioning center and the account management team.

29. **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

30. **No Third Party Beneficiaries; Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-Party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. 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.

31. **No License.** No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions

of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

32. **Technology Upgrades.** Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
33. **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by each Party.
34. **Dispute Resolution**

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.

- 34.1. **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

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so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 34.2. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within one hundred twenty days (120) days, 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.
- 34.3. 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.
- 34.4. Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Alltel Communications, Inc.

Golden West

Gene Dejordy

Name

Name

Signature

Signature

Signature Date

Signature Date

Vice President

Position/Title

Date

Position/Title

Date

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ATTACHMENT A

RATES AND FACTORS

1. DIRECT INTERCONNECTION RATES PER MINUTE OF USE

| | |
|--|-----|
| Direct Termination to Tandem or Host | TBD |
| Direct Termination to Remote or End Office | TBD |

2. INDIRECT INTERCONNECTION RATE PER MINUTE OF USE

| | |
|---|-----|
| Indirect Termination to Tandem or Host via a Third Party Provider | TBD |
| Indirect Termination to Remote or End Office | TBD |

3. RECIPROCAL COMPENSATION CREDIT FACTORS

| | |
|-------------------------------|-----|
| Mobile to Land Traffic Factor | 50% |
| Land to Mobile Traffic Factor | 50% |

4. SHARED FACILITY

| | |
|--------------------------------------|-----|
| Shared Facility Factor – Alltel | 50% |
| Shared Facility Factor – Golden West | 50% |

5. INTERMTA TRAFFIC

| | |
|---|--------|
| InterMTA Factor - Alltel to Golden West | TBD% |
| InterMTA Factor – Golden West to Alltel | TBD% |
| InterMTA Rate | \$ TBD |

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ATTACHMENT C

RESALE OF SERVICES

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1. General. The purpose of this Attachment is to define specifically the exchange services and related vertical features and other telecommunication services (collectively referred to for purposes of this Attachment as the "Services") that may be purchased from Golden West and resold by Alltel and the terms and conditions applicable to such resold Services. Golden West will make available to ALLTEL for resale any Service that Golden West currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by this Article V, below.
2. Terms and Conditions.
 - 2.1. Restrictions on Resale. All resold services shall only be provided to Alltel under applicable Golden West retail tariff terms and conditions. The following restrictions shall apply to the resale of retail services by Alltel.
 - 2.1.1. Alltel shall not resell to one class of customers a Service that is offered by Golden West only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).
 - 2.1.2. Alltel shall not resell promotional offerings of ninety (90) days or less in duration. Golden West will charge Alltel the applicable retail service rate rather than the special promotional rate for these offerings.
 - 2.2. Volume, Term and Other Discounts on Resold Services. Alltel may resell services that are provided at a volume, term or other discount in accordance with terms and conditions of the applicable tariff. Alltel shall not aggregate end-user lines and/or traffic in order to qualify for a volume, term or other discount. The volume, term or other discounts shall be applied to the price first, followed by the Avoided Cost Discount.
 - 2.3. Resale to Other Carriers. Services available for resale may not be used by Alltel to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.
3. Ordering and Billing.
 - 3.1. Service Ordering, Service Provisioning and Billing. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall utilize industry standard processes.
 - 3.2. Local Service Request (LSR). Orders for resale of services will be placed utilizing standard LSR forms as per current Local Service Ordering Guide format. Complete and accurate forms must be provided by Alltel before a request can be processed.
 - 3.2.1. Golden West will accept orders for As-Is Transfer (AIT) of services from Golden West to Alltel where Golden West is the end-user's current local exchange company.
 - 3.2.2. Alltel will be the customer of record for all Services purchased from Golden West. Except as specified herein, Golden West will take orders from, bill and expect payment from Alltel for all Services ordered.

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- 3.3. Nonrecurring Charges. Alltel shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges). In addition, NRCs for field service work (installation/repair requiring on site visits) will be charged from the appropriate tariff. No Avoided Cost Discount or other discount applies to nonrecurring charges.
- 3.4. End-User Transfers Between Alltel and Another Reseller of Golden West Services. When Alltel has obtained an end-user customer from another reseller of Golden West services, Alltel will inform Golden West of the transfer by submitting standard LSR forms to Golden West.
- 3.5. Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to Alltel does not include local calling detail. However, Alltel may request and Golden West shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.
- 3.6. Originating Line Number Screening (OLNS). Upon request and where Golden West is technically able to provide and bill the service, Golden West will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number.
- 3.7. End-Users With An Unpaid Balance If an end-user has an unpaid balance with Golden West, Golden West will be unable to process a Alltel service order for the end-user until the balance is paid, unless this condition is precluded by State or other regulatory law.
4. Maintenance, Testing and Repair. Golden West will provide repair and maintenance services to Alltel and its end-user customers for resold Services in accordance with the same standards and charges used for such Services provided to Golden West end-user customers. Golden West will not initiate a maintenance call or take action in response to a trouble report from a Alltel end-user until such time as trouble is reported to Golden West by Alltel. Alltel must provide to Golden West all end-user information necessary for the installation, repair and servicing of any facilities used for resold Services.
5. Services Available for Resale.
 - 5.1. Description of Local Exchange Services Available for Resale. Services available to Alltel for resale are limited to circumstances and service areas where Golden West is technically able to provide and bill for the service. Resold basic exchange service includes, but is not limited to, the following elements:
 - 5.1.1. Voice Grade Local Exchange Access Line - includes a telephone number and dial tone together with:
 - 5.1.1.1. Access to long distance carriers; however, it is the responsibility of Alltel to order non-Local Traffic calls provided by other carriers directly from such carriers. Golden West has no ordering or payment obligations in connection therewith, and ALLTEL assumes full responsibility for such obligations,
 - 5.1.1.2. E-911 Emergency Dialing,
 - 5.1.1.3. Access to Service Access Codes - e.g., 800, 888, 900,

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- 5.1.1.4. Listing of telephone number in an appropriate "white pages" directory,
- 5.1.1.5. Copy of "White Pages" and "Yellow Pages" Directories for the appropriate Golden West service area,
- 5.1.1.6. Local Calling - at local usage measured rates if applicable to the end-user customer.
- 5.1.1.7. End-user Private Line Services.

5.2. Other Services Available for Resale.

- 5.2.1. New Retail Services. Any new retail services that Golden West offers in such tariffs to customers who are not telecommunications carriers may also be available to Alltel for resale under the same terms and conditions contained in this Agreement.
- 5.2.2. Promotional Services. Golden West shall make available for resale, those promotional offerings that are greater than ninety (90) days in duration and the special promotional rate will be subject to the applicable resale Avoided Cost Discount.

5.3. Rates. The prices charged to ALLTEL for local services shall be calculated as follows:

- 5.3.1. The Avoided Cost Discount of 15% shall apply to all resold retail services except those services listed in Section 2.2 herein.
- 5.3.2. The Avoided Cost Discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.
- 5.3.3. The rate resulting from the computations in Sections 5.3.1 and 5.3.2 is the resale rate.

5.4. Grandfathered Services. Services identified in Golden West tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered services are subject to a resale Avoided Cost Discount, where applicable.

6. Responsibility for Miscellaneous Charges by Alltel's Customer. Alltel shall be responsible for the payment of any and all charges incurred by Alltel's customer from using the following types of services, where Alltel has not requested blocking of said services or where blocking of said services is not available:

- 6.1. Casual use charges.
- 6.2. CLASS features charges.
- 6.3. Casual dial around non-Local Traffic charges.

ATTACHMENT D

EMERGENCY SERVICE ACCESS (E9-1-1)

1. Introduction

- 1.1. This Attachment sets forth terms and conditions for 911 Service Access provided by the Golden West to Alltel for access to the Golden West's 911 and E911 Databases, and interconnection to an Golden West 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2. Wireless E911 Service Access is a service which enables Alltel to use Golden West 911 network service elements which Golden West uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where Golden West is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from Golden West. Wireless E911 Service Access makes available to Alltel only the service configuration purchased by the E911 Authority from Golden West. Golden West shall provide Wireless E911 Service Access to Alltel as described in this Attachment, in each area in which (i) Alltel is authorized to provide CMRS and (ii) Golden West is the 911 service provider.
- 1.3. The prices at which Golden West agrees to provide Alltel with E911 Service Access is contained in the applicable tariff where stated.

2. Definitions

- 2.1. "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2. "911 Call(s)" means a call made by an Alltel's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3. "Alternate PSAP" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4. "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5. "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.

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- 2.6. "Automatic Number Identification" or "ANI" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7. "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Alltel's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Alltel's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8. "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9. "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Alltel's switch to an Golden West E911 Selective Router.
- 2.10. "Cell Sector" means 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.
- 2.11. "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12. "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Alltel's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13. "Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Alltel's switch to an Golden West 911 Selective Routing Tandem.
- 2.14. "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Alltel that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.15. "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16. "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.

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- 2.17. "E911 Authority" means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18. "E911 Service" means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19. "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Alltel's MSC and Golden West 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20. "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21. "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.22. "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23. "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24. "Hybrid CAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25. "Meet Point" means the demarcation between the Golden West network and the Alltel network.
- 2.26. "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27. "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28. "National Emergency Number Association" or "NENA" means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA

strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.29. “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 2.30. “Phase I” – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31. “Phase II” – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty
- 2.32. “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.33. “Pseudo Automatic Number Identification (pANI)” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.34. “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35. “Service Provider” means an entity that provides one or more of the following 911 elements; network, database, or CPE
- 2.36. “Shell Record” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37. “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. Golden West Responsibilities

- 3.1. Golden West shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when Golden West is the 911 service provider. Golden West shall provide 911 Service to Alltel in areas where Alltel is licensed to provide service and Golden West provides the 911 System component. In such situations, Golden West shall provide Alltel access to the Golden West 911 System as described in this section.

3.1.1. Call Routing

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3.1.1.1. Golden West will route 911 calls from the Golden West SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.1.1.2. When routing a 911 call and where Golden West is the ALI Database Provider, in a Phase I application, Golden West will forward the Phase I data as provided by the Alltel and in a Phase II application, Golden West will forward the Phase I and Phase II data as provided by the Alltel.

3.2. Facilities and Trunking

3.2.1. Golden West shall provide and maintain sufficient dedicated E911 trunks from Golden West's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.2.2. After receiving Alltel's order, Golden West will provide, and Alltel agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable Golden West Access Services tariff. Additionally, when Alltel requests diverse facilities, Golden West will provide such diversity where technically feasible, at standard tariff rates.

3.2.3. Golden West and Alltel will cooperate to promptly test all trunks and facilities between Alltel's network and the Golden West SR(s).

3.2.4. Golden West will be responsible for the coordination and restoration of all 911 network maintenance problems to Alltel's facility Meet Point.

3.3. Database

3.3.1. Where Golden West manages the 911 and E911 Databases and Alltel deploys a CAS or Hybrid-CAS Solution utilizing Golden West E911 DBMS:

3.3.1.1. Golden West shall store the Alltel's ALI records in the electronic data processing database for the E911 DBMS.

3.3.1.2. Golden West shall coordinate access to the Golden West E911 DBMS for the initial loading and updating of Alltel ALI records.

3.3.1.3. Golden West's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.3.2. Where Golden West is manages the 911 and E911 Databases, and Alltel deploys an NCAS solution:

3.3.2.1. Alltel's designated third-party provider shall perform the above database functions.

- 3.3.2.2. Golden West will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. Alltel Responsibilities

4.1. Call Routing

- 4.1.1. Where Golden West is the 911 System Service Provider, Alltel will route 911 calls from Alltel's MSC to the Golden West SR office of the 911 system.
- 4.1.2. Depending upon the network service configuration, Alltel will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the Golden West 911 SR.

4.2. Facilities and Trunking

- 4.2.1. Where specified by the E911 Authority, Alltel shall provide or order from Golden West, transport and trunk termination to each Golden West 911 SR that serves the areas in which Alltel is licensed to and will provide CMRS service.
- 4.2.2. Alltel shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Alltel's MSC and the Golden West SR
- 4.2.3. Alltel is responsible for determining the proper quantity of trunks and transport facilities from Alltel's MSC to interconnect with the Golden West 911 SR.
- 4.2.4. Alltel acknowledges that its End Users in a single local calling scope may be served by different SRs and Alltel shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.5. Alltel shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Alltel's MSC to each Golden West 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.
- 4.2.6. Alltel is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.7. Alltel shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.8. In order to implement Phase II E911 Service, Alltel is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Alltel's MSC to the appropriate Golden West ALI server where Golden West is the designated ALI Database Provider. Such Data Circuit may be ordered from Golden West affiliate or vendor of Alltel's choice.

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- 4.2.9. Alltel shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Alltel's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Alltel shall request additional circuits from Golden West.
- 4.2.10. Alltel will cooperate with Golden West to promptly test all 911 trunks and facilities between Alltel's network and the Golden West 911 Selective Router(s) to assure proper functioning of 911 service. Alltel agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 4.2.11. Alltel is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Alltel's facility Meet Point. Alltel is responsible for advising Golden West of the circuit identification and the fact that the circuit is a 911 circuit when notifying Golden West of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Golden West will refer network trouble to Alltel if no defect is found in Golden West's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3. Database

- 4.3.1. Where Golden West is the 911 System Service Provider, and Alltel deploys a CAS or Hybrid CAS Solution utilizing Golden West 911 DBMS:
 - 4.3.1.1. Alltel or its representatives shall be responsible for providing Alltel's ALI Records to Golden West, for inclusion in Golden West's DBMS on a timely basis, once E911 trunking has been established and tested between Alltel's MSC and all appropriate SRs.
 - 4.3.1.2. Alltel or its agent shall provide initial and ongoing updates of Alltel's ALI Records that are in electronic format based upon established NENA standards.
 - 4.3.1.3. Alltel shall adopt use of a Company ID on all Alltel ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.1.4. Alltel is responsible for providing updates to Golden West 911 DBMS; in addition, Alltel is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
- 4.3.2. Where Golden West is the 911 System Service Provider, and Alltel deploys an NCAS solution:
 - 4.3.2.1. Alltel's designated third-party provider shall perform the above database functions.
 - 4.3.2.2. Alltel's designated third party shall be responsible for ensuring Alltel's Shell Records for ALI are submitted to Golden West, for inclusion in

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Golden West's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Alltel's MSC and all appropriate SRs.

- 4.3.2.3. Alltel's third-party provider shall provide initial and ongoing updates of Alltel's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4. Other

4.4.1. Alltel is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Alltel provides CMRS.

4.4.2. In the event that there is a valid E911 Phase II PSAP request, Alltel shall notify Golden West Industry Markets 911 Account Manager at least five (5) months prior to Alltel's proposed Phase II implementation state.

5. **Responsibilities of Both Parties:** Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Alltel's MSC to the designated Golden West 911 Selective Router(s).

6. **Methods and Practices:** With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of Golden West's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. **Contingency**

7.1. The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an Golden West 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2. The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by Golden West and Alltel.

8. **Basis of Compensation**

8.1. Alltel shall compensate Golden West at the rates set forth in the State Access Services tariff on a going forward basis. In the event Golden West files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates that vary from rates contained in a prior approved tariff or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such

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rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective.

- 8.2. Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Alltel's network and Golden West SR(s).

9. Liability

9.1. Golden West's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. Except as otherwise provided, Golden West shall not be liable to Alltel for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Golden West has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Alltel until service is restored.

9.2. Alltel's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. Except as otherwise provided, Alltel shall not be liable to Golden West for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of the system after Alltel has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Golden West until service is restored.

9.3. Notwithstanding Sections 9.1 and 9.2, each Party, hereafter the Indemnifying Party, agrees to release, indemnify, defend and hold harmless the other Party, hereafter the Indemnified Party, from any and all Loss, including but not limited to those involving an allegation of infringement or invasions of the right of privacy or confidentiality, arising out of any act or omission of the Indemnifying Party with respect to E911 Service provided hereunder or out of the use of the E911 Service, whether suffered, made, instituted or asserted by the Indemnifying Party, End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Indemnifying Party, End Users or others, except to the extent the act or omission causing the Loss was the negligence, recklessness or intentional misconduct, or act or omission of the Indemnified Party .

10. **Mutuality:** Alltel agrees that to the extent it offers the type of services covered by this Appendix to any company, that should Golden West request such services, Alltel will

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provide such services to Golden West under terms and conditions comparable to the terms and conditions contained in this Appendix.

- 11. Applicability of Other Rates and Terms:** Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.