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A Citizens Communications Company

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IDAHO PUBLIC
UTILITIES COMMISSION

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Salt Lake City, UT 84180
Phone: (801) 924-6360
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November 10, 2004

Mrs. Jean Jewell
Commission Secretary
IDAHO PUBLIC UTILITIES COMMISSION
472 West Washington Street
Boise, ID 83702

CTC-T-04-02

RE: Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Services between Citizens Telecommunications Company of Idaho and United States Cellular Corporation.

Dear Mrs. Jewell:

Citizens Telecommunications Company of Idaho ("CTC-Idaho") hereby submits for approval by the Idaho Public Utilities Commission ("Commission") the enclosed "Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Services" dated August 15, 2004 ("Agreement"), which provides for the interconnection of United States Cellular Corporation with CTC-Idaho. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of Idaho Administrative Code, 31.42.01, Rule 408.

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

(1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
(2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CTC-Idaho respectfully submits that the Agreement provides no basis for either of these findings and, thus, requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CTC-Idaho has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable The Local Connection to provide service to, and interconnect with, a greater number of telecommunications customers in Idaho. Expeditious approval of this Agreement will facilitate immediate competition in the telecommunications market.

CTC-Idaho further requests that the Commission approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expeditious approval would further the public interest.

Enclosed are an original and two copies of this filing as specified in IDAPA 31.01.01(061)(01)(c). Also included is a copy of this letter. Please return the copy of this letter, date-stamped in the enclosed postage-paid envelope.

If you have any questions regarding this matter, please contact me at 801-924-6357 (voice), 801-924-6363 (fax) or ingo.henningsen@czn.com (e-mail).

Sincerely,

Ingo Henningsen
Manager – State Government Affairs
Frontier, A Citizens Communications Company
4 Triad Center, Suite 200
Salt Lake City, UT 84180

cc: Jenny Smith, w/o Attachments
Julie Thompson w/o Attachments

Agreement Number: 04-US CELLULAR CTC IDAHO-001

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IDAHO PUBLIC
UTILITIES COMMISSION

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CTC-T-04-02

# INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

# FOR COMMERCIAL MOBILE RADIO SERVICES

**Between**

**Citizens Telecommunications Company of Idaho**

**and**

**United States Cellular Corporation**

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**Dated: August 15, 2004**

# INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
# COMMERCIAL MOBILE RADIO SERVICES

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ATTACHMENT 1 - CONTACT LIST

SERVICE ATTACHMENT

# INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
# COMMERCIAL MOBILE RADIO SERVICES

THIS AGREEMENT is made this 15th day of August, 2004 by and between Citizens Telecommunications Company of Idaho, a Delaware corporation, with offices at 180 S. Clinton Avenue, Rochester, NY 14646 (referred to as "Frontier"), and United States Cellular Corporation, a Delaware corporation, having its principal place of business at 8410 West Bryn Mawr Ave, Suite 700, Chicago, IL. 60631-3486 (referred to as "US Cellular") and all of its subsidiaries that are (i) consolidated with US Cellular for financial reporting purposes, (ii) licensed by the Federal Communications Commission to provide wireless radio and other services associated with subscriber accounts. US Cellular and Frontier may also be referred to herein collectively as the "Parties" and singularly as "Party".

**WITNESSETH:**

Frontier is an authorized telecommunications carrier engaged in providing 2-way Telecommunications Service in Idaho; and

US Cellular is an authorized telecommunications carrier by radio engaged in providing Commercial Mobile Radio Service in Idaho; and

Frontier and US Cellular desire to interconnect their facilities and interchange traffic for the provision of Telecommunications Service pursuant to 47 U.S.C. Section 251(a) (2);

In consideration of their mutual agreements, Frontier and US Cellular agree as follows:

## SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Access Tandem -- Frontier's switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to End Offices in the access area.

Act -- The Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996.

Commercial Mobile Radio Service ("CMRS") -- Telecommunications common carrier authorized by the Federal Communications Commission ("FCC") under FCC rules Part 22 (47 CFR Part 22), Part 24 (47 CFR Part 24), and Part 90 (47 CFR Part 90) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

Commission – Means the governing state regulatory commission, board or authority of the state in which this agreement is filed.

End Office -- The Frontier central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

ISP Remand Order - means the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68 and the regulations promulgated thereunder.

Land to Mobile - Calls from landline customers to US Cellular's system.

Local Traffic -- means traffic exchanged between Frontier and US Cellular within a local calling area. The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of US Cellular and interchanged with Frontier for delivery in Frontier' exchange areas in the same MTA. Frontier's local calling areas, as defined by state regulatory authorities, will be used to define the local calling area for all telecommunications traffic originated on the system of Frontier and interchanged with US Cellular. These definitions of "local calling area" will not be deemed to affect the rights of either Party to bill its own end-users its own charges for any such call, nor its right to reciprocal compensation, as defined in Section 51.701 of the FCC's Rules.

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

Mobile to Land -- Calls from US Cellular's customers to landline customers. .

Mobile Switching Center ("MSC") -- The Mobile Switching Center used by US Cellular in performing originating and terminating functions for calls interchanged between US Cellular's customer and the Public Switched Telephone Network.

Point of Interconnection ("POI") -- Point of Interconnection means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

Public Switched Telephone Network ("PSTN") -- A telephone network that is available for public use.

Service Area -- Service Area is defined as the geographic area in which US Cellular or Citizen's is authorized by the FCC to provide services.

Telecommunications Service(s) – Are those services that are defined in the Telecommunications Act of 1996.

Transit Service – Is the delivery of traffic between a Party (Transiting Party) and a third party ILEC, CLEC or CMRS provider via facilities provided by the other Party (Transited Party) where Telecommunications Service(s) trunks exist between the Transiting Party and the third party through the Transited Party's tandem. The following traffic types will be delivered where the Transited Party carries such traffic: (i) Local Traffic or IntraLATA Toll (if applicable) originated from the Transiting Party and delivered to the third party for termination and (ii) Local Traffic or IntraLATA Toll traffic (if applicable) originated from the third party and delivered to the Transiting Party for termination.

Type 1 Interconnection ("Type 1") -- The connection between US Cellular's system and a Frontier End Office. Type 1 Interconnection provide the same access that is available to Frontier end-users, *e.g.*, access to Frontier' directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (*e.g.*, 800, 900), interexchange carrier codes *(e.g.*, 950, 10XXX), and international calling. (This is only for states where we currently have existing Type 1 Arrangements with US Cellular)

Type 2A Interconnection ("Type 2A") -- The connection between US Cellular's system and a Frontier Access Tandem switch. Type 2A Interconnection provides connectivity to all Frontier' End Offices subtending the Access Tandem.

Type 2B Interconnection ("Type 2B") -- A Type 2B Interconnection is a high usage connection between US Cellular's MSC and the Citizen's End Office only. Frontier will not complete any call to customers not served by the specified Frontier's End Office for Type 2B and will not originate any calls from customers not served by the Frontier End Office. Type 2B also provides connection between US Cellular's system

and a Frontier's End Office subtending a non Frontier's tandem. Type 2B interconnection must be at a Frontier/Frontier Host switch and includes subtending remote switches.

**SECTION 2. INTERCONNECTION**

2.1 Subject to the applicable FCC rules and regulations, each Party will provide to the other Party, upon request, those facilities and arrangements described herein and in the Attachments hereto to establish the physical interconnection and interchange of traffic provided for herein and such other facilities a Party may require and request for operation of its system. This agreement is limited to the interconnection exchange of traffic in the state of Wisconsin.

2.2 All interchanged traffic will be handled only over interconnecting facilities as described herein.

2.2.1. The types of direct interconnections offered under this Agreement will be designated as Type 1, Type 2A, and Type 2B, as defined in Section 1.

2.3 In the event traffic is exchanged indirectly with US Cellular, either Party's traffic may be transited through one or more intermediaries for interconnection with the other Party's system before reaching Frontier' End Office or US Cellular's MSC. Indirect traffic will be subject to Reciprocal Compensation described in Section 4, Charges for Facilities and Arrangements.

2.3.1 In the event traffic volumes exceed a DS1 level (512 centum call seconds or CCS) when measured at the busy hour at least fifteen (15) times per month over a three (3) month period, the Parties will jointly work to establish one or more direct interconnection(s) pursuant to this Section 2.

2.3.2 If US Cellular provides service using an NPA-NXX assigned solely to a rate center, where Frontier provides EAS or a Commission approved optional calling plan, and US Cellular chooses to indirectly interconnect by using the tandem switching facilities of a third party, each Party shall reciprocally terminate on its network traffic originating from the other Party's network, provided that the Parties have agreed on measurement and/or compensation arrangements pursuant to Section 4, Charges for Facilities and Arrangements.

2.4 US Cellular may request activation/addition of new Points of Interconnection at any technically feasible point on Frontier network under the terms and conditions of this Agreement at any time during the term by submitting a Service Request Form to the Interconnection Manager listed in Section 15, Notices and Demands and by submitting an industry standard Access Service Request ("ASR") to Frontier ICSC. Frontier will provide an amended Service Attachment to reflect activation or addition of new Points of Interconnection for each Party's reference. The Parties agree that they will not amend the Agreement each time a new Service Request Form is completed.

2.5 Signaling Systems and Administration

2.5.1 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 ("SS7") and GR-905, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network ("ISDN") including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. The use of SS7 signaling allows for measurement of

land to mobile and mobile to land traffic. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and US Cellular will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.6 The terms and conditions of this Agreement will prevail over and supersede any other conflicting rates, terms and conditions contained on US Cellular's Access Service Request ("ASR") for services provided under this Agreement.

2.7 At US Cellular's request, Frontier and US Cellular will physically interconnect their facilities at each other's central office, MSC or another mutually agreed to POI(s) within Frontier exchange boundary, and interchange traffic originating and/or terminating on US Cellular's system in connection with US Cellular's authorized services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

2.8 Sizing and Structure of Interconnection Facilities

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

2.8.2 The electrical interface at the POI will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking at their end and US Cellular will provide any DS1 multiplexing required for facilities or trunking at their end. Frontier will charge DS3/DS1 multiplexing charges according to Frontier FCC #1 Tariff.

2.9 Frontier and US Cellular will engineer all trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.10. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for US Cellular's, or Frontier' internal customer demand.

2.11 Trunk Forecasting

2.11.1 The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Each Party will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request. Frontier preference is a semi-annual forecast covering the following twenty-four (24) month period.

2.12 Grade of Service

2.12.1 Each Party will provision their network to provide a P.01 grade of service.

2.12.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of

any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

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

**SECTION 3. USE OF FACILITIES AND SERVICES**

3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on US Cellular's system in connection with US Cellular's authorized services. Such facilities may, however, be used in conjunction with either Parties provisioning of transit service as provided in Section 2.3 of this Agreement. This Agreement is applicable only to Frontier' local serving areas, within US Cellular's MTA, Frontier will not be responsible for interconnections or contracts relating to US Cellular's interconnection with any other LEC.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by US Cellular for the provision of through calling from a landline telephone to another landline telephone or from a landline telephone to an Internet Service Provider. The only exception is when US Cellular's end-user "call forwards" to a landline telephone.

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

3.4 When needed and upon request by US Cellular, special construction will be undertaken in accordance with the applicable Frontier Special Access tariff or as mutually negotiated by the Parties.

3.5. Any other provision of this Agreement notwithstanding, Frontier will recognize, deliver traffic to, accept traffic from, and otherwise honor the validity of any NXX assigned to US Cellular by a third party in accordance with 47 US Cellular Section 251(e) (or related FCC or state number administration rules).

3.6. Network Harm

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

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

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

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

3.7 Frontier and US Cellular each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance and specifically with Section 3.10.1.

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

3.9 Each Party will be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures.. The Parties agree to work together to ensure changes in the network are required and alternatives have been reviewed prior to requesting redesign or rearrangement of service.

3.10 Customers of US Cellular will be instructed to report all cases of trouble to US Cellular. In order to facilitate trouble reporting and to coordinate the repair of service provided to US Cellular by Frontier under this Agreement, "Frontier 24-Hour Repair Center" will provide 24-hour trouble reporting for US Cellular. The Repair Center contact information is provided in Attachment 1 of this Agreement.

3.10.1 Where new facilities, services and arrangements are installed, Frontier, via the contact provided on the Firm Order Commitment ("FOC"), will ensure that continuity has been established and tested and that appropriate transmission measurements have been made before advising US Cellular that the new circuit is ready for service.

3.10.2 Before either Party reports a trouble condition, it will use its commercially reasonable efforts to isolate the trouble to the other Parties facilities. Either Party will be billed a reasonable Time & Material charge for a trouble report that is isolated to its own facilities.

3.10.3 In cases where a trouble condition adversely affects US Cellular's service, Frontier will give US Cellular the same priority extended to itself and other telephone companies.

3.10.4 Frontier and US Cellular will cooperate in isolating the trouble.

3.11 Trunking arrangements shall be established as follows:

3.11.1 Separate trunk groups for the exchange of Local Traffic.

3.11.2 Separate trunk groups to be used solely for the transmission and routing of exchange access services to enable interexchange carriers to originate and terminate traffic from/to US Cellular.

3.11.3 Separate trunk group to be used solely for the transmission and routing of transit traffic originating from US Cellular and terminating to a third party.

3.11.4 Where applicable, separate trunks connecting US Cellular's switch to Frontier E911 routers. If US Cellular purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from US Cellular, it is the responsibility of US Cellular and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from US Cellular will be processed.

## SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Reciprocal Compensation Charges. This form of reciprocal compensation is a usage- sensitive charging method in which each Party will assess the other usage-sensitive charges for the termination of traffic on each other's system. Reciprocal Compensation Charges are assessed on a per conversation minute basis (call party answer to call party disconnect).

4.1.1 Conversation minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of conversation minutes are rounded up monthly to the nearest whole minute for total minutes for each End Office for billing purposes.

4.1.2 When the Parties have directly interconnected their facilities, or when traffic between the Parties is terminated indirectly, either Party may utilize its own systems or the records from a third party, including US Cellular, to calculate traffic terminated to its network. In the event either Party is unable to determine the amount of Mobile-to-Land or Land-to-Mobile traffic terminated in a specific End Office(s) or Tandem, the Parties agree to either 1) utilize a three (3) month average usage, if available, from previous records to bill for reciprocal compensation for traffic terminated in the applicable End Office(s) or Tandem or 2) apply a traffic factor to the volume of Land-to-Mobile traffic US Cellular terminates from Frontier to calculate the Mobile-to-Land traffic Frontier terminates from US Cellular.

4.1.2.a US Cellular shall assume 70% ownership of the traffic exchanged between the Parties and Frontier shall assume 30% ownership of the traffic exchanged between the Parties.

4.1.2.b In the event the Local Traffic terminated on the Parties' respective networks is de minimus such that the total minutes for which either Party is entitled to compensation is less than 15,000 minutes of use for a three (3) month period (or 5,000 minutes of use for a one (1) month period if Frontier or US Cellular bills monthly), the Parties agree that the only compensation for such Local Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party (i.e. Bill and Keep).

4.2 Usage Sensitive Charges

4.2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The Land-to-Mobile originating rate is limited to calls that originate in the Frontier local calling area. The Mobile-to-Land terminating rate is limited to IntraMTA calls that terminate at a point within a Frontier Exchange Area in US Cellular's Service Area. All other traffic is subject to access rates.

| | |
|---|---|
| 4.2.2 Mobile-to-Land per minute | $0.011 |
| Land-to-Mobile per minute | $0.011 |
| Transit Rate | $0.0061854 |

| | |
|---|---|
| Inter-MTA<br>Indirect Rate for Traffic Termination | Access rates apply<br>$0.011 |

4.3 Reciprocal Transport Charges. Each Party is solely responsible for the provision of transport facilities necessary for the carriage of interchanged traffic between its POI and points within its own network and for all costs of delivering traffic to its POI; provided, however, that Frontier shall have no responsibility for delivering traffic to a POI located at any point outside of a Frontier local exchange area as defined by the state regulatory bodies.

4.4 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements including SS7 Signaling as stated in Section 2.5 enabling each Party to provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

4.4.1 If Frontier is requested to provide facilities between the POI and any US Cellular facilities at locations within Frontier's Service Area, such facilities will be provided pursuant to the special access services provisions of Frontier FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement. Up to two (2) times per year the Parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage.

4.4.2 Where US Cellular interconnects with Frontier by purchasing facilities from Frontier, and these facilities are used for two-way traffic, the applicable recurring charges for such facilities to US Cellular's POI on Frontier' System, may be reduced by the following fixed percentage. (For example, this situation will occur if the POI for Frontier to US Cellular traffic is at the boundary of Frontier territory and the POI for US Cellular to Frontier is at the Frontier' switch.)

4.4.2.a US Cellular shall pay 70% of the recurring and non-recurring two-way facility and Frontier will be responsible for 30% of the recurring and non-recurring two-way facility.

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

4.6 The Parties shall act in accordance with the FCC's orders and regulations for inter-carrier compensation relating to Internet Traffic including the ISP Remand Order. In the event Frontier elects to exchange ISP-bound Traffic with any local exchange carrier in the State subject to the interim compensation rates set forth in the ISP Remand Order (or any such lower rates for Transport and Termination of ISP-bound Traffic or bill-and-keep if ordered by the Commission), then Frontier agrees to provide written notice to US Cellular of any such election and to comply with the applicable requirements of the ISP Remand Order.

4.7 In the absence of an agreement between US Cellular, Frontier and other local exchange carriers in the MTA in which US Cellular's system is located, Frontier has no obligation to deliver calls in the Mobile-To-Land Direction to points in the MTA in which US Cellular's system is located that are beyond Frontier' local exchange areas, at rates set forth in this Section 4 of this Agreement.

4.8 The Parties shall compensate each other for Transit Service as follows:

4.8.1 The Transiting Party, when it originates the traffic, shall pay to the Transited Party a traffic termination charge as set forth in this Section 4.. Neither Party shall compensate the other for termination of any transit traffic that is originated by a third party.

## SECTION 5. BILLING & PAYMENTS

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

To US Cellular:

United States Cellular Corporation
Attn: Telco Billing
PO Box 31790
Chicago, IL 60631-0790

To Frontier:

Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

5.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due forty-five (45) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or legal holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or legal holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

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

5.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall within thirty (30) days of its receipt of the invoice containing such a disputed amount

give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay, when due, all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

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

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

5.3.4 Undisputed amounts shall be paid when due as set forth in Section 5.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

5.4 Both Parties shall use the dispute resolutions procedures as described in Section 17.

5.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in this Agreement, will be governed by applicable tariffs.

## SECTION 6. ALLOWANCE FOR INTERRUPTIONS

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

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

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

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

## SECTION 7. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as they may contain information bearing upon the services being provided under this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any

audit is to be performed as follows: (i) following at least forty five (45) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements, during ordinary business hours, and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Any other provision of this Section 7 notwithstanding, each Party shall have the right to audit only such data and records as are available in (or reproducible on) paper or other tangible (non-electronic) medium, and neither Party may have access to the other Party's electronic records without the other's prior written consent.

## SECTION 8. TERM AND TERMINATION OF AGREEMENT

8.1 This Agreement will become effective upon the first business day following the execution by both Parties and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. During any such renegotiation, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

8.2 The date when the facilities and arrangements furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties, subject to applicable state regulatory approvals. If service is not established by such date, or in the event US Cellular ceases to engage in the business of providing CMRS, either Party may terminate this Agreement on thirty (30) calendar days notice subject, however, to payment for facilities or arrangements provided or for costs incurred. Frontier will consult with US Cellular prior to termination by Frontier.

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

8.4 This Agreement may be terminated at any time by either Party upon not less than thirty (30) calendar days notice, providing an opportunity to cure, to the other Party as set forth in Section 17 following, for material breach or failure to pay the other Party all undisputed charges on the dates or at the times specified in the applicable invoice for the facilities and services furnished pursuant to this Agreement.

8.5 If a dispute arises between the Parties as to the proper charges for the facilities or arrangements furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement provided that a bond or escrow account (or other security arrangement reasonably acceptable to both Parties) is made for the security of the amount in dispute. The continuation of such dispute will not be deemed cause for Frontier to refuse to furnish additional facilities or arrangements upon reasonable request of US Cellular or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists, provided financial security for payment of the amount in dispute has been made as stated above. Any dispute arising as to the security arrangement under this Section 8.5 will be subject to the dispute resolution provisions of Section 17 below.

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

## SECTION 9. CONFIDENTIALITY AND PUBLICITY

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

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

9.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

(i) each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

(ii) it limits access to such Proprietary Information to its employees, attorneys and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

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

9.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

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

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

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

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

(v) is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law.

9.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the

discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

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

9.7 Except for public filings, litigation, or other administrative or judicial proceedings arising from or related to the Agreement, all publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

9.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement, except as authorized in Section 9.7 of this Agreement.

**SECTION 10. LIABILITY AND INDEMNITY**

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

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

10.3. To the extent not prohibited by law or tariff, the Parties will reimburse each other for damages to facilities, premises or equipment of either Party that resulted from the negligent or willful acts of either Party and/or its employees or agents during the installation or removal of facilities, or the malfunction of facilities or equipment provided by a third party entity. Both Parties agree to cooperate with each other in the event a claim is prosecuted against a third party that caused such damage. The rights of the Party that has not been harmed will be subrogated to injured Party's right to recover for the damages to the extent of such payment.

10.4 Each Party will reimburse the other Party for any loss through theft of facilities provided under this Agreement on such Party's premises attributable to the reimbursing Party's actions (or to that of its agents or employees), except to the extent that such loss is due to the other Party's comparative negligence.

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

10.6 Neither Party will be required to reimburse the other for any claim or loss pursuant to this Section 10 arising out of a single incident, where the amount in controversy is less than one hundred dollars ($100.00).

**SECTION 11. INTELLECTUAL PROPERTY**

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

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

**SECTION 12. DISCLAIMER OF WARRANTIES**

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EITHER PARTY OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY THE OTHER PARTY UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

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

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

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

## SECTION 13. RECORD RETENTION

13.1 All data associated with the provision and receipt of service(s) pursuant to this Agreement will be maintained for the greater of:

(i) the retention time required by law for maintaining federal, state, and local tax information;

(ii) the retention time required by law or regulation in order to substantiate or reconstruct a customer invoice; and

(iii) the retention time currently used by Frontier for its billing information (applying only to Frontier) or the retention time currently used by US Cellular for its own billing information (applying only to US Cellular), in compliance with legal or regulatory requirements; or

(iv) the retention time as agreed to by both Parties in writing.

13.2 Either Party will, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other federal and, if applicable, state regulatory authorizations.

## SECTION 14. AMENDMENTS; WAIVERS

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

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

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

## SECTION 15. NOTICES AND DEMANDS

15.1 All notices, demands or requests which may be given by any Party to the other Party under this Agreement (other than trouble reports and Notice of Interruption pursuant to Sections 5 and 6) are to be in writing (or made electronically, followed by written confirmation thereof) and will be deemed to have been duly delivered on the date delivered in person or on the date received in writing if sent via telex, telefax, e-mail or cable, or three (3) business days after the date deposited, postage prepaid, in the United States Mail via certified mail return receipt requested, or the day after delivery to an overnight courier and addressed as follows:

For US Cellular:

United States Cellular Corp.
Jim Nauman
8410 West Bryn Mawr Avenue
Suite 700
Chicago, IL 60631
Telephone: 773-399-8900
Fax: 773-399-4123

And to Frontier, addressed as follows:

Frontier Communications
Attn: Director, Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone: 585-777-7124
Fax: 585-424-1196

And:

Stephen P. Fitzell, Esq.
Sidley, Austin, Brown, & Wood LLP
Bank One Plaza
10 South Dearborn Street
Chicago, IL 60603
Telephone: 312-853-7000
Fax: 312-853-7036

And:

Frontier Communications
Kevin Saville
Associate General Counsel
2378 Wilshire Blvd.
Mound, MN 55364
Telephone: 952-491-55364
Fax: 952-491-5515

And:
Frontier Communications
Julie Thompson
Interconnection Mgr. Central Region
14450 Burnhaven Drive
Burnsville, MN 55306
Telephone: 952-435-1387
Fax: 952-435-1126

15.2 If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery will be obtained.

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

**SECTION 16. ASSIGNMENT**

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest, without the written consent of the other Party will be void, except either Party may assign all or part of its rights and obligations to (a) any legal entity which is a subsidiary or Affiliate of that Party or (b) in the event of a merger, reorganization or consolidation by, or sale of all or substantially all the assets of, that Party, without consent, but with written notification. For purposes of this Agreement, an "Affiliate" of a Party is any entity directly or indirectly controlling, controlled by, or under common control with said Party, and "control" means the ownership of, or the power to vote the equity securities or comparable interests of, ten percent (10%) or more of the controlled entity. Such written consent to assignment to all other entities will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of such Party and such assignment will not waive any right or remedy available to either Party under law, regulation or this Agreement, including without limitation the right of set-off. Each Party, upon written notice to the other, may from time to time and without additional consideration add any of its future Affiliates as parties to this Agreement and the other Party shall reasonably cooperate in amending this Agreement to effect such an addition; provided, however, such addition is subject to the condition that any such added Affiliate of Frontier be an incumbent local exchange carrier and any such added Affiliate of US Cellular be a CMRS Provider.

**SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

**SECTION 18. ENTIRE AGREEMENT**

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

**SECTION 19. GOVERNING LAW**

This Agreement will be deemed to be a contract made under and will be construed, interpreted and enforced in accordance with the Communications Act of 1934, as amended, and, to the extent federal law is inapplicable, to the laws of the State of interconnection and will be subject to the concurrent jurisdiction of the Federal Communications Commission and the courts, Commission, and other agencies in that state.

**SECTION 20. EXECUTED IN COUNTERPARTS**

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

**SECTION 21. HEADINGS**

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

**SECTION 22. FORCE MAJEURE**

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

transportation common carriers that are beyond a Parties control and without its fault or negligence (collectively referred to as "Force Majeure" conditions). The Party whose performance is impaired by such Force Majeure condition will exercise commercially reasonable efforts to mitigate the effects thereof; and neither Party has any obligation to pay for any services disrupted or not provided during the period of such Force Majeure. If either Party asserts the applicability of this Section, it shall provide reasonable notice under the circumstances to the other Party of the commencement and ending of the Force Majeure event.

**SECTION 23. REGULATORY APPROVALS**

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

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

**SECTION 24. SEVERABILITY**

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

**SECTION 25. CONDITIONS TO INDEMNIFICATION**

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

**SECTION 26. NO JOINT VENTURE**

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

**SECTION 27. REMEDIES**

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

**SECTION 28. PRONOUNS**

Pronouns used herein are to be construed as masculine, feminine, or neutral, and both singular and plural, as the context may require; the term "person" includes an individual, corporation, association, partnership, limited liability company, limited liability partnership, trust, and any other organization; and the term "includes" is to be construed as without limitation.

**SECTION 29. FURTHER ASSURANCES**

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

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

For United States Cellular Corp:

By: Michael Irizarry

Typed: MICHAEL IRIZARRY

Title: CTO / EVP- ENGINEERING

Date: 9-13-04

For Frontier:

By: [illegible]

Typed: Daniel McCarthy

Title: SVP

Date: 10/4/04

# ATTACHMENT 1

# CONTACT LIST

## FRONTIER CONTACTS

1) 24-HOUR REPAIR CENTER - 1-800-565-1619

2) NOC Center – 1-800-722-0288

3) NEW ORDERS ONLY
Specialist, Sales Support, ICSC - 1-888-444-2267
ICSC Fax # - 585-424-1196

## US CELLULAR CONTACTS

1) NOC Center – 1-244-653-3100

# SERVICE REQUEST FORM

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

**Section 1 - Description**

Frontier' interconnection location: _____, _____

Point of Interconnection (POI): _____

NPA___ NXX ___

US Cellular's interconnection location:

_____ _____ OCN 6264

Point of Interconnection (POI): _____

NPA ___ NXX___

Legal Entities: _____

Frontier Telecommunications Company of _____

Interconnection Type: _____2A _____2B