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September 27, 1999

ORIGINAL


Blanca Bayo, Director
Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Bayo:

991464-TP

Please find enclosed for filing an original and seven copies of the Petition for Approval of Interconnection Agreement of GTC, Inc. d/b/a GT Com between GT Com and 360 Communications Company d/b/a Alltel. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact the undersigned or contact Bill Thomas of GT Com at (850) 229-7324.

Sincerely,



David B. Erwin

DBE:jm
Copy to Parties

DOCUMENT NUMBER-DATE

11631 SEP 27 89

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Intercon-
nection Agreement between GTC, Inc.)
and 360 Communications Company)
_____)

DOCKET NO. **991464-TP**

FILED: September 27, 1999

**PETITION FOR APPROVAL OF INTERCONNECTION
AGREEMENT BETWEEN GTC, INC. AND
360 COMMUNICATIONS COMPANY**

ORIGINAL

GTC, Inc. dba GT Com files this petition before the Florida Public Service Commission seeking approval of an interconnection agreement which GTC, Inc. has entered with 360 Communications Company dba Alltel. In support of this petition, GTC, Inc. states:

1. The Telecommunications Act of 1996, 47 U. S. C. Section 252 (e), requires negotiated agreements to be submitted to the state commission for approval.
2. Both the Telecommunications Act of 1996 and Chapter 364, Florida Statutes encourage parties to enter into negotiated agreements to bring about local exchange competition.
3. Under the federal act, interconnection agreements can be rejected by the state commission if the commission finds that the agreement discriminates against a telecommunications carrier not a party to the agreement or finds that the agreement is not consistent with the public interest, convenience and necessity.
4. The Interconnection agreement between GTC, Inc. and 360 Communications Company is attached hereto. It does not unlawfully discriminate against other similarly situated carriers and is consistent with the public interest, convenience and necessity, and it should, therefore, be approved.


DOCUMENT NUMBER-DATE

11631 SEP 27 99

FPSC-RECORDS/REPORTING

WHEREFORE, GTC, Inc. respectfully requests that the Commission approve the attached interconnection agreement between GTC, Inc. and 360 Communications Company and that the parties be granted all proper relief.

Respectfully submitted on September 27, 1999.

By: 
David B. Erwin
127 Riversink Road
Crawfordville, Florida 32327

Attorney for GTC, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GT Com's Petition for Approval of Interconnection Agreement with 360 Communications Company was either hand delivered or sent via U. S. Mail to the following Parties on September 27, 1999:

Rob Vandiver, General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

John H. Vaughan
GT Com
P. O. Box 220
Port St. Joe, Florida 32457

Jeffrey W. Reynolds
UP-Wholesale Product Management
360 Communications Company
1 Allied Drive
Little Rock, Arkansas 72202


David B. Erwin

INTERCONNECTION AGREEMENT

BETWEEN

360 Communications Company d/b/a ALLTEL

AND

GTC, INC.

August 12, 1999

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between 360 Communications Company d/b/a/ ALLTEL ("Carrier"), a Delaware corporation, and GTC, Inc. ("Company"), a Florida corporation, hereinafter collectively, "the Parties", entered into as of this 12th day of August, 1999.

WHEREAS, GTC, Inc. is a local exchange telecommunications company authorized to provide telecommunications service in the states of Florida and Georgia; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service in the state of Florida; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996 (the "Act") and to replace any and all other prior agreements, both written and oral;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Company hereby mutually agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This agreement, including Parts A, B, and C, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of CMRS Interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's Rules and Regulations, and in the Florida Public Service Commission's ("Commission") Rules and Regulations. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Interconnection
- III. Network Maintenance and Management
- IV. Access to Telephone Numbers
- V. Points of Interconnection

1.2 Company shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier prior written notice of such discontinuation of such service or arrangement. Company agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. Company will provide notice to Carrier and work with Carrier to minimize the impact to customers which may result from reconfiguring, reengineering or otherwise redeploying its network in a manner which affects Carrier's Telecommunications Services provided hereunder.

1.3 The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the Commission or FCC. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the tariff shall control to the extent allowed by law or Commission Order.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Company and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Rates under this Agreement shall not be effective before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, absent a stay pending appeal, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions (whether said changes or modifications result from an order issued on an appeal

of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Company or in which the Commission or FCC makes a generic determination) to the extent that Carrier had the right and/or opportunity to participate in said proceeding (regardless of whether Carrier actually participates). Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to the Agreement, the Parties agree to petition the Commission to establish appropriate interconnection arrangements under Sections 251 and 252 of the Act in light of said order or decision.

2.3 In the event Company is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Company shall make reasonable efforts to provide to Carrier its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.4 The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3.

Term and Termination

3.1 The parties hereby mutually agree that the prices set forth in Attachment I will be effective as of the Approval Date, unless otherwise agreed to in writing by the Parties.

3.2 Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a period of one year, and thereafter the Agreement shall automatically renew for additional twelve (12) month

terms unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then-current term.

3.3 Either Party may terminate this Agreement upon written notice of termination to the other Party, provided at least sixty (60) days in advance of the date of termination. In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Company's tariff or other substitute documents that are approved and made generally effective by the Commission or the FCC.

3.4 In the event of default, either Party may terminate this Agreement, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. "Default" is defined to include:

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6 If Company sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of exchanges, Company may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Company under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the

provisions of Sections 2.2 and 2.3 hereof. The billing and payment procedures for charges incurred by Carrier hereunder are set forth below.

4.2 Carrier shall pay Company within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

4.3 Any portion of a billed amount which is being investigated, queried, or for which claims have or may be filed, shall not be due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions herein governing dispute resolution.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including reasonable access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. An annual rate of 18% shall be assessed and shall be computed by compounding daily from time of the overcharge or undercharge to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Company from charging Carrier for such costs as permitted under a Commission order.

Section 7. Limitation of Liability

7.1 Neither Party shall be responsible to the other for any indirect, incidental special, consequential or punitive damages, including (without limitation) damages for 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"), whether arising in contract or

tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Company's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

7.2 Neither Party shall be liable to the other for any omission of any other telecommunications company providing a portion of service, nor shall either Party hold liable any other telecommunications company providing a portion of a service for any act or omission of Company or Carrier.

7.3 Neither Party is liable for damages to the other Party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage caused by a Party's gross or willful negligence or intentional misconduct.

7.4 Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

7.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

Section 8. Indemnification

8.1 Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either Party in connection with facilities or equipment furnished by either Party or either Party's customer; 3) any claim, loss, or damage claimed by a customer of either Party arising out of an act or omission of the other Party in the course of using services provided pursuant to this Agreement.

8.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to

one of the Indemnifying Party's subscribers for nonpayment.

8.3 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

9.1 In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either Party may sue in equity for specific performance.

9.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 10. Non-Discriminatory Treatment

10.1 If, at any time while this Agreement is in effect, Company, pursuant to an agreement approved under Section 252 of the Telecommunications Act of 1996, provides interconnection arrangements contained in this Agreement for the provision of a Telecommunications Service, as used herein, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such interconnection arrangements upon the terms and conditions as those provided in the approved agreement to said

Telecommunications Carrier in lieu of this Agreement (hereinafter MFN Obligations). Upon expiration of the term of such other agreement for interconnection arrangement, the agreement thus adopted shall cease to apply and shall revert to this Agreement.

10.2 Notwithstanding the above, the MFN Obligations shall not apply:

(i) where Company proves to the Commission that the costs of providing the interconnection arrangement to Carrier are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

(ii) where the provision of a particular interconnection arrangement to Carrier is not technically feasible; or

(iii) where pricing is provided to a third Party for a cost-based term or cost-based volume discount offering and Carrier seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering.

Section 11. Confidentiality and Publicity

11.1 Both Parties agree that it may be necessary to provide each other during the negotiation of and the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records, orders for services, usage information in any form, Customer Proprietary Network Information and like information, hereinafter collectively referred to as "Information". Both Parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information shall not be copied or reproduced in any form. Both Parties agree that the Information shall be used only for the purpose of performing under this Agreement. Both Parties agree to receive such Information and not disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the Parties with a need to know such information and which employees agree to be bound by the terms of this Section. Both Parties will use the same

standard of care to protect Information received as they would to protect their own confidential and proprietary Information.

11.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving Party without an obligation to keep it confidential; 4) rightfully acquired by the receiving Party free of restrictions on its disclosure; 5) requested by a governmental agency, provided that the Party upon whom the request is made shall notify the Party who originally provided the Information at least seven (7) days prior to its release to the agency.

11.3 In the event a Party is required to immediately disclose to the Florida Public Service Commission Information which is confidential to the other Party, the Party upon whom the disclosure requirement rests shall file with the Commission a Notice of Intent to Request Confidential Classification regarding such Information and notify the other Party of the other Party's need to prepare a request for a protective order or request for confidential classification.

11.4 Each Party agrees that the Party providing Information would be irreparably injured by a breach of this Section 11 by the other Party or its representatives and that the Party providing Information shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 11. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

11.5 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 11.5 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

11.6 Neither Party shall produce, publish, or distribute any press release or other publicity referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

11.7 Except as otherwise expressly provided in this Section 11, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 12. Taxes

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level which it uses for its own operations, or those of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

12.1 For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

12.2 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party, shall be borne and paid by the providing Party. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

12.3 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party, to the extent permitted by applicable law, and such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed

by the providing Party at the time that the respective service is billed.

12.4 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.6 Taxes or fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.7 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.8 In the event that all or any portion of an amount sought to be collected must be paid in or to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.9 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.10 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

Section 13. Assignment and Subcontract

13.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

13.2 Any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be reasonably withheld or delayed, shall be void, except an assignment confined solely to the assignment of moneys due or to become due. Notwithstanding the foregoing, it is expressly agreed that any assignment of moneys due or to become due shall be void to the extent that it attempts to impose obligations other than the payment of such moneys in the manner specified in this Agreement on the paying Party.

Section 14. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

Section 15. Relationship of Parties

It is the intention of the Parties that the Company's relationship to the Carrier be that of an independent contractor, and nothing contained herein shall be deemed to imply or create any relationship between the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 16. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Carrier or Company from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in addition to those existing without reference hereto.

Section 17. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; or (ii) by overnight or next business day courier on the date delivered or its delivery attempted. Notices shall be given as follows:

| | | | |
|----------|------------------|----------|------------------------|
| If to | GT Com | If to | 360 Communications Co. |
| Company: | P. O. Box 220 | Carrier: | 1 Allied Drive |
| | Port St. Joe, FL | | Little Rock, AR |
| | 32457 | | 72202 |
| | | | Attn: Staff Manager - |
| | | | Industry Relations |

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

Section 18. Waivers

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

18.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

18.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 19. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement for a period of two years: Sections 4, 5, 6, 7, 8, 9, and 11.

Section 20. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control, such as, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 20 unless delay or failure and consequences thereof are beyond the control and not attributable to the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the event excusing the delay. In the event of such delay, the delaying 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 excused Party agrees to resume performance in a nondiscriminatory manner consistent with the service restoration requirements of Attachment IIIB and not favor its own provision of Telecommunications Services.

Section 21. Dispute Resolution Procedures

The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to

perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 22. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

Section 23. Amendments and Modifications

No provision of this Agreement shall be amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by both Parties.

Section 24. Severability

Subject to the provisions of Section 2, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 25. Headings Not Controlling

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

Section 26. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 27. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

Section 28. Limitation of Use

The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

Section 29. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

[Carrier]
360 Communications Company
d/b/a ALLTEL
By: J.W. Reynolds
Name: Jeffrey W. Reynolds
Title: VP-Wholesale Product Mgmt.
Date: 7/28/99

[Company]
GTC, Inc.
By: John H. Vaughan
Name: John H. Vaughan
Title: Vice President
Date: August 12, 1999

PART B -- DEFINITIONS

ACT means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

AFFILIATE is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either Party, or the right to control the business decisions, management and policy of another entity.

APPROVAL DATE is the date on which Commission approval of the Agreement is granted.

BUSINESS DAY(S) means the days of the week excluding Saturdays, Sundays, and all official Company holidays.

CENTRAL OFFICE SWITCH, END OFFICE, TANDEM OR MOBILE SWITCHING CENTER (hereinafter Central Office, CO or MSC) means a switching facility within the public switched telecommunications network, including, but not limited to:

End Office Switches which are switches from which end user Telephone Exchange Services are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Mobile Switching Center is a switch which is used to connect and switch trunk circuits between and among cell sites for wireless traffic by a CMRS provider.

COLLOCATION means the right of Carrier, pursuant to the Act and FCC implementing regulations, to place equipment in Company's central offices or other Company locations for interconnection or access to unbundled network elements. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, the Company will install and maintain equipment that Carrier provides to Company.

COMMERCIAL MOBILE RADIO SERVICES (CMRS) means a radio communication service as set forth in 47 C.F.R. Section 20.3.

COMMISSION means the Florida Public Service Commission. As referenced in Part A, this term may include the Federal Communications Commission if it assumes the responsibility of the Commission, pursuant to Section 252(e)(5) of the Act. This term shall also include any person or persons to whom the Commission has delegated its authority under Section 251 and 252 of the Act.

COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC) means any company or person authorized to provide telecommunications services. Such definition also includes a CMRS provider for purposes of interconnection under Sections 251 and 252 of the Act.

FCC means the Federal Communications Commission.

ILEC (INCUMBENT LOCAL EXCHANGE CARRIER) is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

INTERCONNECTION means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

IXC (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.

LOCAL TRAFFIC, for purposes of this Agreement, means telecommunications traffic between a LEC and a telecommunications carrier, other than a CMRS provider, that originates and terminates within a local service area established by the state commission; or telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a).

MAJOR TRADING AREA (MTA) refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in Section 47 C.F.R. 24.202(a).

MECAB refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

NPA (NUMBERING PLAN AREA) (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across

multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

NXX, NXX CODE, OR CENTRAL OFFICE CODE, OR CO CODE is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within the North American Numbering Plan (NANP).

PARITY means Company shall provide, consistent with its obligations under the Act and implementing FCC regulations, interconnection, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains interconnection, Network Elements, functionality or telephone numbering resources.

PARTIES means, jointly, 360 Communications Company and GTC, Inc. and no other entity, affiliate, subsidiary or assign.

PLU (PERCENT LOCAL USAGE) is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

TARIFFS means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

TECHNICALLY FEASIBLE refers solely to technical or operational concerns, rather than economic, space, or site considerations.

TELECOMMUNICATIONS means the transmission, using telecommunications facilities, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

TELECOMMUNICATIONS SERVICES means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

TRUNK-SIDE refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

UNDEFINED TERMS - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall

be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

VIRTUAL RATE CENTER means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

WIRE CENTER denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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ATTACHMENT I

Price Schedule

1. General Principles

1.1 Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. Interconnection and Reciprocal Compensation

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Agreement and shall be applied consistently with the provisions of Attachment II of this Agreement.

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and Company Tariffs.

2.3 Carrier shall pay the rate specified in 2.1 above as a transit rate when Carrier uses a Company access tandem to terminate a local call to a third Party LEC or another Carrier. Company shall pay Carrier a transit rate equal to the Company transit rate when Company uses a Carrier switch to terminate a local call to a third Party LEC or another Carrier.

ATTACHMENT II

II. Interconnection

A. Scope - Carrier shall interconnect with Company's facilities as follows for the purpose of routing or terminating traffic:

1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI"). The POIs are the point(s) of physical interconnection as identified in Exhibit 3 attached hereto and incorporated herein by this reference. Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs). Attachment V will be amended and updated to include additional POIs or VRCs as they are developed and implemented during the term of this Agreement.

2. Except for line side interconnection at an End Office, interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.

3. Should the Parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Company interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.

5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

6. Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than ninety (90) days after Carrier's written request.

7. The Parties agree that there are three (3) appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either Party by the other Party. Rates and charges for collocation shall be agreed upon by the parties. Facilities may be purchased at rates, terms and conditions set forth in the Company's intrastate Switched Access or Special Access Services Tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference. Type 1, Type 2A and Type 2B interconnection arrangements described in the Company's General Subscriber Services Tariff, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

8. When the Parties provide an access service connection between an interexchange carrier (IXC) and each other, each Party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the intermediary tandem function.

B. Local Interconnection

1. The delivery of Local Traffic between the Parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The Parties agree that the exchange of traffic on Company's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in the Company's General Subscriber Services Tariff.

2. Each Party will pay the other for terminating its Local interconnection rates as set forth in Attachment I, Table 1. The charges for local interconnection are to be billed and paid monthly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date of the monthly bill.

C. IntraLATA and InterLATA Toll Traffic Interconnection

The types of traffic to be exchanged under this Agreement include:

1. The delivery of intrastate Toll Traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its Toll Traffic on the other Party's network, each Party will pay Company's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate as defined in Company's Intrastate Access Services Tariffs. The Parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

2. For originating and terminating intrastate or interstate Toll Traffic, each Party shall pay the other Party's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in each Party's Intrastate Access Services Tariff or each Party's Interstate Access Services Tariff as those Tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Carrier should in the future become that Company's end user as an interexchange carrier on a 10XXX basis, Company will charge Carrier the appropriate tariff charges for originating network access services. If Company is serving as the Carrier's end user's presubscribed interexchange carrier or if the Carrier's end user uses Company as an interexchange carrier on a 10XXX basis, Carrier will charge Company the appropriate Company tariff charges for originating network access services.

3. The Parties agree that to the extent Carrier provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional Company access tandems that serve end offices outside the local calling area.

D. Compensation

1. Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example, a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching.

a. Termination (End Office Switching). The rates set forth in Table 1 shall be used as interim rates. Company expressly reserves the right to seek approval of rates, terms and conditions for transport and termination of local telecommunications traffic to be established by the Commission, whether the result of an arbitration proceeding for Company, a generic proceeding or otherwise. In the

event the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement and adjustments to past compensation shall be made to allow each Party to receive the level of compensation it would have received had the rates, terms and conditions in this Agreement equaled the rates later established by the Commission ("True-up"). Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the Parties to measure service. Nor will True-up be applicable to services provided over three (3) months previous to the effective date of the Commission order implementing such changes.

b. Transport. Transport shall be a separately chargeable element. Until such time as a permanent rate is developed and approved, the interim rate that reflects the Company's interstate dedicated transport price as set forth on Table 1 shall be used. Bill and Keep compensation arrangements may be implemented for Transport if the distance for which each Party supplies Transport is the same or Carrier supplies a greater portion of the distance. The True-up provisions set forth in (a) above shall apply. Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the Parties to measure service.

c. Tandem Charge. Tandem switching shall be a separately chargeable element. Until such time as a permanent rate is developed and approved, Company shall charge the rates set forth in Table 1 for tandem switching. The True-up provision set forth in (a) above shall apply.

2. Local Traffic Terminating to Carrier. Termination (MSC Switching). Until such time as the Parties agree to interconnect at one or more of Company's Tandem Switches, the rates set forth in Attachment 1 for End Office Switching shall be used as initial rates for termination of traffic from Company to Carrier. These rates shall be applied reciprocally based upon the End Offices where interconnection occurs. Should Carrier interconnect at multiple End Offices, Carrier shall charge the appropriate rate for each End Office. To the extent that Carrier does not have the necessary information or capability to bill Company based upon actual traffic, Carrier shall bill Company 25% of the billing from Company to Carrier for each End Office. This billing arrangement assumes that approximately 80% of the total traffic between Carrier and Company is Company terminating traffic. The True-up provisions set forth in Section 1(a) above shall also be applicable. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating from Company to Carrier.

3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate

out of the terminating Carrier's tariff or via other appropriate meet-point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

4. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable.

5. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

6. Company and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While Company and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. Company agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to Company so that each call may be properly routed and contain as much pertinent information as is technically feasible.

7. Where Carrier requires 911/E911 services, additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

8. Company and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the forgoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

ATTACHMENT III

Network Maintenance and Management

A. General Requirements

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

2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events.

3. Notice of Network Event. Each Party has the duty to alert the other in a reasonable time frame to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent (25%) of either Party's circuits in any exchange.

4. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum, shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

5. The Company will ensure that all Company provided alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistently with how and when it responds to alarms for its own customers.

6. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that the Company knows will be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).

B. Restoration of Service in the Event of Outages - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting the Company's end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company

and the carriers to which it is interconnected on a non-discriminatory basis. Third, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Company will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoration treatment.

C. Service Projections - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company and Carrier will cooperate to manage their networks in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

D. Quality of Service

1. Company and Carrier agree to provide each other with at least the same intervals and level of service provided by each to its end-users or other carriers.

2. Interconnection quality of service should be no less than that provided by the Company or Carrier for its own services.

3. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.

4. Company and Carrier agree to a target of thirty (30) days for installation of POIs, absent extenuating circumstances. In those instances where new collocation arrangements are required, a ninety (90) day installation target applies.

5. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.

6. Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third Parties, except for (a) elements which are proprietary or contain proprietary information which would be revealed if provided on an unbundled basis and for which the Carrier could offer telecommunications service through other nonproprietary unbundled network elements on the Company's network, or (b) elements which if not provided would not decrease the quality of or increase the financial or administrative cost of telecommunications service the Carrier seeks to provide if the Carrier could provide that service using other unbundled network elements in the Company's network.

E. Information

1. Company must provide order confirmation with 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.

3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

4. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.

5. Company shall provide Carrier with its list of emergency numbers (e.g., even digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

ATTACHMENT IV

Access To Telephone Numbers

A. General Requirements - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

B. Compensation - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.

C. Quality of Service - Upon request and for a reasonable administrative charge, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

ATTACHMENT V

Points of Interconnection

Apalachicola, Florida Central Office
Bristol, Florida Central Office
Port St. Joe, Florida Central Office

Table 1

Price Schedule

Rate per minute .02