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ORIGINAL

November 5, 2001

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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COMMISSION
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Re: Docket No. 011354-TP

Dear Ms. Bayo:

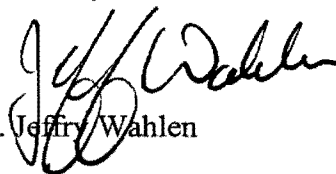
Enclosed for filing in the above docket are the original and fifteen (15) copies of ALLTEL's Response to Global NAP's Petition for Arbitration, including ALLTEL's Petition for § 252(f)(2) Suspensions and Modifications.

We are also submitting this document on a 3.5" high-density diskette using Microsoft Word 97 format, Rich Text.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

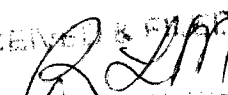
Sincerely,


J. Jeffrey Wahlen

Enclosures

cc: All parties of record

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Interconnection Agreement

Between
ALLTEL Communications Services Corporation
&
Global NAPs, Inc.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:)	
)	
Global NAPs, Inc.)	
)	Docket No. 011354-TP
Petition for Arbitration Pursuant to)	
47 U.S.C. § 252(b) of Interconnection,)	
Rates, Terms and Conditions with)	
)	
ALLTEL Florida, Inc.)	Filed: November 5, 2001
_____)	

ALLTEL Florida, Inc.'s Response to Global NAPs, Inc.'s Petition for Arbitration, Including, ALLTEL Florida, Inc.'s Petition for §252(f)(2) Suspensions and Modifications

I. Introduction

Global NAPs, Inc. ("GNAPs") filed a petition for arbitration ("Petition") with the Florida Public Service Commission ("Commission") on October 10, 2001 in the above entitled matter pursuant to the federal Telecommunications Act of 1996 ("the Act").¹ GNAPs' Petition seeks arbitration under §252(b) of the Act as to the unresolved issues arising from voluntary interconnection negotiations with ALLTEL Florida, Inc. ("ALLTEL") under §251 and §252(a). ALLTEL hereby respectfully submits this response ("Response") to said Petition, pursuant to §252(b)(3) of the Act, which includes a petition on behalf of ALLTEL pursuant to §251(f)(2) of the Act for certain suspensions and/or modifications of certain requirements which should not be applied to ALLTEL due to its status as a rural "local exchange carrier with fewer than 2 percent of the Nations subscriber lines."

¹ Sections of the Act relevant to this proceeding are codified throughout scatter subsections of 47 U.S.C. §153, §252(a) and §252(b) (2001).

II ALLTEL's Specific Responses to Individual Allegations of the Petition.

ALLTEL denies each and every allegation contained in the Petition except as hereinafter admitted, qualified or otherwise pleaded. Subject to the forgoing, ALLTEL, which is a "rural telephone company" within the meaning of 47 U.S.C. §251(f)(1) and a rural "local exchange carrier with fewer than 2 percent of the Nations subscriber lines" within the meaning of 47 U.S.C. §251(f)(2), pleads as follows with respect to the specific allegations contained therein:

A. The Parties

1. Is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 thereof and leaves GNAPs to its strict proof thereof, except admits that GNAPs is a "local exchange carrier" and a "telecommunications carrier" under 47 U.S.C. §153(26) and §153(44), respectively.

2. Is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 thereof and leaves GNAP to its strict proof thereof, except admits that Laura Schloss and James R.J. Scheltema are GNAPs representatives.

3. Admits paragraph 3 except denies that ALLTEL is a Delaware corporation and asserts that ALLTEL is a Florida corporation and that ALLTEL's parent, ALLTEL Corporation is a Delaware corporation.

4. Admits paragraph 4 except to assert that Stephen T. Refsell's office address zip code is 72202 not 72212.

B. Jurisdiction

5. Admits paragraph 5.

6. Admits paragraph 6, except asserts that this Commission also may determine that ALLTEL is exempt from the application of certain such standards, statutes, rules and orders based on ALLTEL's status as a "rural telephone company" within the meaning of 47 U.S.C. §251(f)(1) and may suspend or modify the applicability of certain such standards, statutes, rules and orders based on ALLTEL's status as a rural "local exchange carrier with fewer than 2 percent of the Nations subscriber lines" within the meaning of 47U.S.C. §251(f)(2).

B. Negotiations

7. Admits, with respect to paragraph 7 thereof, that the Parties have negotiated many issues associated with GNAPs' interconnection request including General Terms and Conditions, Resale, Network Architecture, Unbundled Network Elements, Collocation, White Page Listings, Compensation, Numbering, Local Number Portability, Performance Measures, BFR Processes, Definitions and Acronyms and that the Parties' good faith negotiations resulted in resolution of most issues raised during the negotiations. Admits also that on October 2, 2001 the Parties reached an impasse on several specific issues.

8. Denies, with respect to paragraph 8 thereof, that all of the "redlining" contained on Exhibit B, attached to the Petition, accurately reflects the most current negotiated contract language between the Parties as to disputed and undisputed text. Exhibit B contains some overstricken and some underlined text which is not in dispute between the parties and fails to make some changes to which the parties have agreed. Attached hereto and incorporated herein as Exhibit 1 to this Response, is an accurate version of the negotiated draft agreement from ALLTEL's point of view. Agreed upon

language in Exhibit 1 is in normal face type and disputed language is underlined or crossed-out. It does not appear, however, from GNAPs discussion of the six issues expressly raised by GNAPs in its Petition, that it intends to expand the issues beyond those redlined in Exhibit 1. Denies that the Commission should adopt GNAPs position with respect to all the redlined language in either Exhibit B or Exhibit 1 regarding the six expressly raised remaining disputed issues.

9. Denies, with respect to paragraph 9 thereof, that this Commission has the jurisdiction or authority under 47 U.S.C. §252(b)(4) or otherwise to consider or determine any issue in this matter which has not been expressly raised as an unresolved issue by GNAPs in the Petition or ALLTEL in this Response. Since all of the normal face text (not underlined or overstricken) in the negotiated draft agreement (Exhibit 1) is contract language to which GNAPs and ALLTEL have already voluntarily agreed, such contract language by definition constitutes resolved matters which are not subject to further determination or alteration by this Commission.

D. Resolved Issues

10. Admits paragraph 10, which is consistent with Exhibit 1 hereto, documenting that there is only one outstanding issue remaining in the General Terms and Conditions and that the Parties have reached agreement on attachments to the agreement relating to Resale, Unbundled Network Elements, Physical Collocation, Virtual Collocation, Directory, Numbering, Number Portability, Performance Measures, Definitions, and Acronyms.

11. Denies paragraph 11, except to state that the Parties did agree to provide each other two-way trunks for the reciprocal exchange of combined Local and Intra-

LATA Access. However, ALLTEL does not recognize the term Intra-Local Access used in paragraph 11 of the Petition nor did ALLTEL agree to waive its right to demand jurisdictionally separate trunks if generally accepted engineering practices warrant. This specific issue is the subject of dispute between the Parties (see Exhibit 1, Attachment 4, Network Architecture, paragraph 4.1.1.1) identified by GNAPs as Issue 3 in its Petition.

12. Admits, with respect to paragraph 12 thereof, that the Parties have agreed on all language contained in Attachment 13, Numbering, of the proposed agreement. Denies the remaining allegations contained in paragraph 12 with respect to any conflicts or relevance to disputed language in Attachment 12, Compensation and leaves Global NAPS to its strict proof with respect thereto.

E. Unresolved Issues

13. Denies, with respect to paragraph 13, that network interconnection architecture and GNAPs right, if any, to assign its own local calling scope for the purposes of its retail offerings are related issues.

14. Denies paragraph 14, that GNAPs may unilaterally assign or appoint, without regard to technical or economic consideration, a single point of interconnection, (referred to as an Interconnection Point in the agreement) for the purposes of interconnecting the Parties' network. Admits that each Party bears full financial responsibility for delivering its originating traffic to the Interconnection Point(s) subject to the mutual agreement of the Parties. See disputed language found in Exhibit 1, Attachment 4, Network Architecture, paragraph 2.1.1 and 2.1.2, and identified as GNAPs', Issue 1.

15. Admits paragraph 15 to the extent that the agreement allows GNAPs to define its own local calling area with regard to its retail service offerings. However, ALLTEL denies the remaining allegations therein including GNAPs' assertions of law and relevance and applicability of the cited authority.

16. Denies paragraph 16.

Restates Issue 1 and the Parties' positions as follows:

Issue 1: Should ALLTEL be required to establish a POI outside of its network?

GNAPs Position: Yes. GNAPs is not required to install more than one POI per LATA and may establish a single POI per LATA to which ALLTEL must bring GNAPs-bound traffic even if the POI is outside ALLTEL's network.

ALLTEL's Position: No. ALLTEL, as a rural telephone company and a fewer than two percent rural carrier with a network architecture and cost structure vastly different from an RBOC, is only required to exchange traffic with GNAPs at technically feasible interconnection points within ALLTEL's network.

17. Denies paragraph 17 in that GNAPs has misinterpreted and misapplied certain FCC implementing orders and a prior decision of this Commission regarding the obligation and circumstances, if any, under which a rural ILEC, such as ALLTEL, may be required to establish one or more points of interconnection ("Interconnection Points") within said rural ILEC's existing network architecture.

18. Denies paragraph 18 in that GNAPs has misinterpreted and misapplied the 9th Circuit decision cited therein to the instant negotiations.

19. Denies paragraph 19 and asserts that the Commission should adopt the language proposed by ALLTEL in Exhibit 1, Attachment 4. Network Architecture, paragraph 2.1.1 and 2.1.2.

Restates Issue 2 and the Parties' positions as follows:

Issue 2: Should each Party be responsible for the costs associated with transporting traffic to the interconnection point or points within ALLTEL's network.

GNAPs Position: Yes but GNAPs is not required to install more than one POI per LATA and may establish a single POI per LATA to which ALLEL must bring GNAPs-bound traffic even if the POI is outside ALLTEL's network and each Party should be responsible for the costs associated with transporting traffic to said single POI .

ALLTEL's Position: Yes and ALLTEL, as a rural telephone company and a fewer than two percent rural carrier with a network architecture and cost structure vastly different from an RBOC, is only required to exchange traffic with GNAPs and be responsible for the costs associated with transporting traffic to technically feasible interconnection points within ALLTEL's network.

20. Admits paragraph 20, except to state that existing law does not limit Interconnection Points exclusively to a single location within the LATA nor to a location not within a rural ILEC's existing network.

21. Denies paragraph 21, and further states that GNAPs assertions regarding ALLTEL's purpose is untrue. ALLTEL's position that the agreement leave open the possibility of multiple Interconnection Points is not predicated upon the desire to shift costs to GNAPs but upon ALLTEL's rights granted under USC 47 Sec. 251(c)(2), that requires the Parties to establish a point of interconnection *within* the ILEC's network and on ALLTEL's rural status under 47.

22. Denies paragraph 22.

23. Denies paragraph 23.

Restates Issue 3 and the Parties' positions as follows:

Issue 3: Should ALLTEL's local calling area boundaries provide the appropriate jurisdictional distinction between reciprocal compensation (i.e., local) and exchange access compensation (intraLATA switched access)?

GNAPs Position: No, GNAPs not only is entitled to define its own local calling areas, including defining its local calling area on a LATA-wide basis, but, based thereon, GNAPs is also entitled to impose a contractual obligation on ALLTEL which would conflict with the FCC's jurisdictional distinction between reciprocal compensation (i.e., local) and exchange access compensation (intraLATA switched access) as defined in FCC's intercarrier compensation order.

ALLTEL's Position: Yes, while GNAPs is free to define its own local calling area with respect to its retail offerings, GNAPs is not entitled in connection therewith to impose a contractual obligation on ALLTEL which would conflict with the FCC's jurisdictional distinction between reciprocal compensation (i.e., local) and exchange access compensation (intraLATA switched access) as defined in FCC's intercarrier compensation order.

24. Denies paragraph 24 and that there is any basis in law for GNAPs or the Commission to require that a rural ILEC, such as ALLTEL, assume the undue economic burden of extending its network beyond its current boundaries.

25. Admits, with respect to paragraph 25, that nothing in the proposed agreement should or does limit GNAPs from defining its own retail local calling area. Denies that there is any basis in law for GNAPs or the Commission to require that a rural ILEC, such as ALLTEL, redefine its local calling area.

26. Denies paragraph 26.

27. Denies paragraph 27.

28. Admits, with respect to paragraph 28, that this Commission has the authority to arbitrate unresolved issues arising from interconnection agreement negotiations, but denies that this Commission can or should impose the determination

sought by GNAPs on this issue in this arbitration or in the referenced general docket on ALLTEL, given its status as a rural ILEC and the circumstance herein involved.

Restates Issue 4 and Parties' positions as follows:

Issue 4: Should GNAPs be able to assign to its customers NXX codes that are rate centered in a central office switch serving a local calling area which is outside that in which the customer is located?

GNAPs' Position: The primary function of NXX codes is for network traffic routing, not rating, purposes. Accordingly, NXX codes no longer need to be associated with any particular physical location of customers and GNAPs should be allowed to assign NXX codes in a manner that fosters competitive choices for customers.

ALLTEL's Position: NXX codes are used throughout the industry for both rating and network routing purposes. The Commission should not force ALLTEL to allow GNAPs to assign to GNAPs' customers NXX codes that are rate centered in a central office switch serving a local calling area outside that in which the customer is located and enable GNAPs to improperly gerrymander the industry's well established inter-company compensation regime.

29. Admits paragraph 29 except to state that the term "rate centered" is more accurate than the term "homed" and that the NXX situation described is not just historical, it is current.

30. Denies, with respect to paragraph 30, that the parties ever negotiated as to a definition or use of "virtual NXX codes," or that ALLTEL is attempting to thwart any proper development of technology.

31. Denies, with respect to paragraph 31, that the parties ever negotiated as to a definition or use of "virtual NXX codes" and admits that Exhibit 1, Attachment 13, Numbering, paragraph 1.1, allows GNAPs to assign numbers in any lawful matter.

32. Denies paragraph 32.

33. Denies paragraph 33.

34. Denies paragraph 34.

35. Denies paragraph 35.

36. Denies paragraph 36.

37. Denies paragraph 37.

Restates Issue 5 and Parties' positions as follows:

Issue 5: Given that the Parties have already agreed upon language in the interconnection agreement (General Terms and Conditions, Section 3.1, "Intervening Law"), which requires the Parties to renegotiate any provision of the agreement which is invalidated, modified or stayed by any change in the law, should this Commission force the Parties to include additional language in the agreement which specifically provides for renegotiations if there is a change in the law regarding whether ISP-bound calls are local traffic and subject to reciprocal compensation under 47 U.S.C. §251(b)(5)?

GNAPs' Position: There is continuing uncertainty surrounding the question of whether ISP-bound calls are local traffic, subject to reciprocal compensation under 47 U.S.C. §251(b)(5). Because the FCC's most recent ruling on this issue is currently being challenged before federal appellate courts, there is good reason to include specific language in the Agreement obligating both Parties to renegotiate these issues if current law changes.

ALLTEL's Position: The parties have already agreed upon compensation terms and conditions for local traffic, including ISP-bound calls, consistent with current law and have already agreed upon "Intervening Law" language to provide for renegotiations, if necessary, should the law change with respect to any provision of the agreement, including local traffic compensation and ISP-bound calls. Thus GNAPs either: (a) is demanding additional language which is redundant and therefore unnecessary or (b) is demanding additional language which will attempt to anticipate what future law is going to be with respect to a single issue, which could introduce uncertainty, confusion, and legal inconsistency into the contract should the anticipation be incorrect.

38. Is without knowledge or information, with respect to paragraph 38 thereof, sufficient to form a belief as to the truth as to what GNAPs believes and leaves GNAPs to its strict proof thereof, except to state that the cited statutes and ISP Remand Order are documents which speak for themselves.

39. Denies paragraph 39.

40. Is without knowledge or information, with respect to paragraph 40 thereof, sufficient to form a belief as to the truth as to what may happen in the future and leaves GNAPs to its strict proof thereof, except to assert that the draft agreement currently contains undisputed language with respect to the Parties' obligations in the event there is a change in the current law which impacts any current term or condition, including compensation for local traffic, during the term of the agreement.

Restates Issue 6 and Parties' positions as follows:

Issue 6: Given that the Parties (a) have already agreed upon express language in the interconnection agreement indicating that it shall be governed by applicable federal and state law and (b) have already agreed upon express language to resolve all disputes arising out of the agreement by submission to state commission arbitration as an alternative to litigation, including express language requiring that the Parties to bear their own costs unless the state commission rules otherwise, should the Commission force the Parties also to include additional express language with respect to "litigation costs" and "penalties" which is either redundant therewith or inconsistent therewith?

GNAPs' Position: Either Party may seek to obtain attorney's fees and other associated penalties in the proper venues.

ALLTEL's Position: The parties should not be forced to add express language to the agreement which is either redundant to the expressly agreed upon available liability, indemnity, damage and dispute resolution provisions or inconsistent therewith.

41. Denies that GNAPs proposed language is reasonable or fair or that the Commission should implement it in the agreement.

42. Denies paragraphs 42, 43 and 44.

III. ALLTEL's Rural Exempt Status

ALLTEL is a "rural telephone company" within the meaning of §251(f)(1) of the Act. As such, ALLTEL is exempt from having to the comply with certain interconnection obligations otherwise applicable to ILECs that are not rural telephone

companies with respect to a bona fide request therefore. This "rural exemption" continues until and unless this Commission conducts an appropriate proceeding and makes a determination applying appropriate statutory standards under the Act that such request (i) is not unduly economically burdensome, (ii) is technically feasible and (iii) is consistent with certain universal service requirements. ALLTEL asserts that GNAPs requests of ALLTEL with respect to Issues 1, 2, 3 and 4 under the language proposed by GNAPs would impose obligations on ALLTEL which would be unduly economically burdensome and which are not technically feasible. ALLTEL, therefore, continues to assert its rural exempt status with respect thereto.

IV. Petition for §251(f)2 Suspensions and Modifications

ALLTEL is wholly owned by ALLTEL Corporation. The total number of subscriber lines served by all of ALLTEL Corporation's local exchange subsidiaries, including ALLTEL Florida, Inc., is fewer than 2 percent of the Nations subscriber lines installed in the aggregate nationwide. Thus, ALLTEL is a rural "local exchange carrier with fewer than 2 percent of the Nation's subscriber lines" within the meaning of 47 U.S.C .§ 251(f)(2) ("a Rural Carrier"). As a Rural Carrier, ALLTEL is entitled to the protection of §251(f)(2) when a telecommunications carrier, such as GNAPs, requests interconnection, services or network elements under the circumstances of this proceeding.

ALLTEL has asserted in its specific responses to GNAPs' Petition, with respect to Issues 1, 2, 3 and 4, that even if ALLTEL were an ILEC that is not a Rural Carrier, ALLTEL would not be required under the applicable statutes, rules and regulations asserted by GNAPs, to agree to said requests in the manner sought by GNAPs.

In the event that the Commission should find to the contrary with respect to any such GNAPs request, ALLTEL hereby petitions the Commission, pursuant to §251(f)(2), for a suspension and modification of said statute, rule or regulation due to ALLTEL's

Rural Carrier status to the extent necessary to avoid the adverse technical feasibility and undue economically burdensome consequences that would otherwise result from granting GNAPs' requests.

The Commission must grant a Rural Carrier petition if it determines that such suspension or modification—

(A) is necessary—

- (i) to avoid a significant adverse economic impact on users of telecommunications services generally;
- (ii) to avoid imposing a requirement that is unduly economically burdensome; or
- (iii) to avoid imposing a requirement that is technically infeasible; and

(B) is consistent with the public interest, convenience, and necessity.²

It is ALLTEL's position that the requests of GNAPs in connection with Issues 1, 2, 3 and 4 would impose a significant economic burden on users of telecommunications services generally, would impose requirements that are unduly economically burdensome, and are inconsistent with the public interest, convenience, and necessity. In addition, some of the network provisioning or architecture sought by GNAPs in connection therewith is technically infeasible.

V. Conclusion

For the foregoing reasons ALLTEL respectfully requests the Commission to conduct an arbitration proceeding in accordance with 47 U.S.C. §252(b) and other

² 47 U.S.C. Section 251(f)(2).

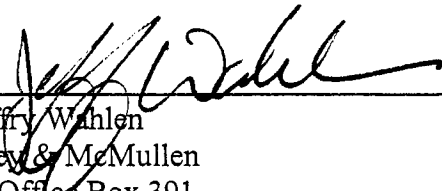
applicable provisions of the Act and in doing so ensure that ALLTEL's rights as an incumbent local exchange carrier, a rural telephone company and a Rural Carrier are not violated. ALLTEL also respectfully requests that the Commission deny the relief sought in GNAPs Petition and grant the relief sought by ALLTEL in this Response and including this §251(f)(2) petition for suspensions and modifications.

Respectfully submitted this 5th day of November, 2001.

ALLTEL Florida, Inc.

Stephen T. Refsell
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Attorneys for ALLTEL Florida, Inc.

CERTIFICATE OF SERVICE

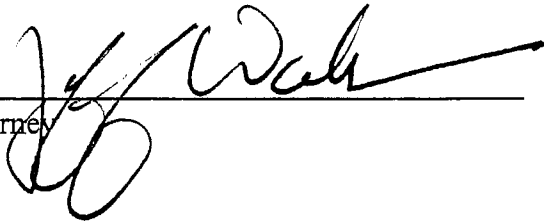
I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 5th day of November, 2001, to the following:

Division of Legal Services *
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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118 North Gadsden Street
Tallahassee, FL 32301



Attorney

Interconnection Agreement

Between

ALLTEL Communications Services Corporation

&

Global NAPs, Inc.

AGREEMENT

This Agreement ("Agreement") is between, Global NAPs, Inc. ("GNAPS") a Delaware corporation, and ALLTEL Communications Services Corporation ("ALLTEL") a Delaware corporation (collectively the "Parties").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of Florida and Georgia.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 This Agreement, in accordance with §252 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to GNAPS. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which GNAPS will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of one (1) year from the Effective Date of this Agreement, and thereafter, unless terminated or modified pursuant to the terms and conditions of this Agreement, this Agreement shall continue in force and effect unless and until terminated or modified as provided herein.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. The Party desiring renegotiation shall delineate the items desired to be negotiated in a written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party in writing of additional items desired to be negotiated, if any. Not later than 45 days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §4.4 or has been terminated for any reason not prohibited by law pursuant to §4.3, the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the parties and, to the extent necessary, approved by the relevant state commission.
- 4.3 After completion of the initial one (1) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 In the event of Default, as defined in this §4.4, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing (“Default Notice”) of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
- 4.4.1 Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
- 4.4.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
- 4.4.3 A Party has notified the other Party in writing of the other Party’s material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.
- 4.5 Upon expiration or termination of this Agreement, except in the case of termination for Default under §4.4 or termination for any reason not prohibited by law under § 4.3 above, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, modification or renewal, so long as negotiations are continuing in good-faith and then until resolution pursuant to this Section and the Act. If the Parties are actually in arbitration or mediation before the appropriate Commission, commercial arbitrator or FCC prior to such expiration or termination of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission, commercial arbitrator or FCC resolving the issues set forth in such arbitration or mediation request.

- 4.6 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Public Utility Commission of ("PUC") for arbitration. Should the PUC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 **Assignment**

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 **Confidential and Proprietary Information**

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 **Liability and Indemnification**

7.1 **Limitation of Liabilities**

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 **No Consequential Damages**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY

(INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY. This paragraph and provisions related to indemnification, liability and damages in no way limits or restricts the availability of the Parties to seek and recover litigation costs in any venue and be awarded penalties in accordance with Public Service Commission regulations, orders and policies.

7.3 **Obligation to Indemnify**

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.
- 7.3.3 ALLTEL makes no warranties, express or implied, concerning GNAPS's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with GNAPS's interconnection with ALLTEL's network use or receipt of ALLTEL services.
- 7.3.4 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.

7.4 **Obligation to Defend; Notice; Cooperation**

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnatee, as appropriate, will promptly notify the Indemnifying Party and request the

Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 **Payment of Rates and Late Payment Charges**

- 8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 8.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.
- 8.2 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.3 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 **Dispute Resolution**

9.1 **Notice of Disputes**

Notice of a valid dispute, whether billing or contractual in nature, must in writing specifically document the total dollar amount of the dispute where possible and provide a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 **Billing Disputes**

A Party must submit reasonable and valid billing disputes to the other Party within twelve (12) months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

- 9.1.1.1 incorrect rate applied;
- 9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);
- 9.1.1.3 service did/does not exist;
- 9.1.1.4 invalid factors;
- 9.1.1.5 incorrect customer being billed;
- 9.1.1.6 invalid purchase order number (PON);
- 9.1.1.7 untimely billing.

9.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement.

9.1.3 **All Other Disputes**

All other disputes (i.e., contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable Statute of Limitations shall govern such disputes.

9.2 **Alternative to Litigation**

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 **Formal Dispute Resolution**

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in local capital, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 9.4.3 Each Party shall bear its own costs of these procedures unless the state Public Service or other regulatory Commission regulating telecommunications where this document is being filed for approval or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 **Conflicts**

9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 **Reserved For Future Use**

11.0 **Notices**

11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

If to GNAPS:

John Postl & Frank Ganji
89 Access Road
Norwood, MA 02062

Copy to:

Karlyn Stanley, Esq.
Cole Raywid & Braverman, LLP
1919 Penn. Ave., NW-Suite 200
Washington, DC 20006-3458

If to ALLTEL:

Staff Manager - Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 **Taxes**

12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax

exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.

- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Interconnection Services
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

If to GNAPS:

John Postl & Frank Ganji
89 Access Road
Norwood, MA 02062

Copy to:

Karlyn Stanley, Esq.
Cole Raywid & Braverman, LLP
1919 Penn. Ave., NW-Suite 200
Washington, DC 20006-3458

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 **Force Majeure**

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 **Publicity**

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 **Network Maintenance and Management**

15.1 The Parties will work cooperatively to implement this Agreement. 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, subject to the confidentiality provisions herein.

15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 **24 Hour Network Management Contact:**

For ALLTEL:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For GNAPS:

Contact Number:

Facsimile Number: (781) 551-9984

15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 **Law Enforcement and Civil Process**

16.1 **Intercept Devices**

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 **Subpoenas**

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 **Law Enforcement Emergencies**

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 **Changes in Subscriber Carrier Selection**

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider Global NAPs to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.

- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.

- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.

- 17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide GNAPS with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon GNAPS providing ALLTEL a signed Letter of Agency (LOA), based on GNAPS's representation that subscriber has authorized GNAPS to obtain such CPNI.

- 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

- 17.4.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change Local Service Provider. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

- 17.4.3 CPNI requests will be processed in accordance with the following:

17.4.3.1 For customers with 1-25 lines: two (2) business days.

17.4.3.2 For customers with 26+ lines: three (3) business days.

17.4.4 If the Parties do not agree that GNAPS requested CPNI for a specific end user, or that ALLTEL has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

18.0 **Amendments or Waivers**

18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; and, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 **Authority**

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 **Binding Effect**

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 **Consent**

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 **Expenses**

22.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 **Headings**

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 **Relationship of Parties**

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 **Conflict of Interest**

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 **Multiple Counterparts**

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27.0 **Third Party Beneficiaries**

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 **Regulatory Approval**

28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, GNAPS shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall borne by GNAPS.

29.0 **Trademarks and Trade Names**

29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.

29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 **Regulatory Authority**

30.1 Each Party will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 **Year 2000 Compliance**

31.1 Each Party agrees to work diligently in an attempt to ensure that the use of the Year 2000 shall not adversely affect the provisioning of the services provided under this Agreement with respect to date and date dependent data (including, but not limited to calculating, comparing, and sequencing) and that the systems used in provision of the services will be capable of creating,

storing, and/or processing records related to and including the Year 2000 and thereafter, without deficiencies at no additional cost to the other Party. Each Party agrees that the other Party shall not be responsible or liable for any Year 2000 failures that result from or are caused by any services, software, equipment, firmware, and/or hardware for which it is not responsible. If the services fail to satisfy the Year 2000 requirements of this Section and if a Party is responsible for such failure, the other Party's sole and exclusive remedy shall be that the responsible Party shall, within a commercially reasonable period of time and at no cost to the other Party, cause the services to meet the requirements of this Section, however, if the responsible Party is unable within a commercially reasonable period of time to cause the services to meet the requirements in this Section, the other Party shall have the right to pursue Dispute Resolution in accordance with §9.0 of this Agreement.

32.0 **Verification Reviews**

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 32.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the 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. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.
- 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

- 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.
- 32.8 Information obtained or received by either Party in conducting the audit described in §32.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

33.0 **Complete Terms**

- 33.1 This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.0 **Cooperation on Preventing End User Fraud**

- 34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35.0 **Notice of Network Changes**

- 35.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

36.0 **Reserved for Future Use**

37.0 **Responsibility of Each Party**

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability

and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38.0 **Reserved for Future Use**

39.0 **Governmental Compliance**

39.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

40.0 **Responsibility for Environmental Contamination**

40.1 GNAPS will in no event be liable to ALLTEL for any costs whatsoever resulting from the presence or release of any Environmental Hazard that GNAPS did not introduce to the affected work location. ALLTEL will indemnify, defend (at GNAPS's request) and hold harmless GNAPS, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ALLTEL, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which ALLTEL is responsible under applicable law.

40.2 ALLTEL will in no event be liable to GNAPS for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ALLTEL did not introduce to the affected work location. GNAPS will indemnify, defend (at ALLTEL's request) and hold harmless ALLTEL, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that GNAPS, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which GNAPS is responsible under applicable law.

41.0 **Subcontracting**

41.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 **Referenced Documents**

- 42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 **Severability**

- 43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

44.0 **Survival of Obligations**

- 44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 **Governing Law**

- 45.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the local service state, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in the local service state.

46.0 **Other Obligations of GNAPS**

- 46.1 For the purposes of establishing service and providing efficient and consolidated billing to GNAPS, GNAPS is required to provide ALLTEL its authorized and nationally recognized Operating Company Number (OCN).

47.0 **Customer Inquiries**

- 47.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

47.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

48.0 **Disclaimer of Warranties**

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

49.0 **Reserved for Future Use**

50.0 **Reserved for Future Use**

51.0 **Reserved for Future Use**

52.0 **Reserved for Future Use**

53.0 **Reserved for Future Use**

54.0 **Definitions and Acronyms**

54.1 **Definitions**

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

54.2 **Acronyms**

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

55.0 **Reserved For Future Use**

56.0 **Reserved For Future Use**

57.0 **Reserved For Future Use**

58.0 **Certification Requirements**

58.1 Each Party warrants that it has obtained and will maintain all necessary jurisdictional certification(s) required in Texas to perform its obligations under this Agreement. Upon request each Party shall provide proof of certification to the other Party.

59.0 **Other Requirements and Attachments**

- 59.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.
 - 59.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.
 - 59.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

ATTACHMENTS

- Attachment 1: Reserved For Future Use
- Attachment 2: Resale
- Attachment 3: Reserved For Future Use
- Attachment 4: Network Interconnection Architecture
- Attachment 5: Reserved For Future Use
- Attachment 6: Reserved For Future Use
- Attachment 7: Reserved For Future Use
- Attachment 8: Virtual Collocation
- Attachment 9: White Pages
- Attachment 10: Reserved For Future Use
- Attachment 11: Reserved For Future Use
- Attachment 12: Compensation
- Attachment 13: Numbering
- Attachment 14: Number Portability
- Attachment 15: Reserved For Future Use
- Attachment 16: Reserved For Future Use
- Attachment 17: Reserved For Future Use
- Attachment 18: Performance Measures
- Attachment 19: Bona Fide Request (BFR) Process
- Attachment 20: Definitions
- Attachment 21: Acronyms

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

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Global NAPs, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Global NAPs, Inc.

V.P. Wholesale Marketing

Position/Title
ALLTEL Communications Service Corporation

ATTACHMENT 1

RESERVED FOR FUTURE USE

Attachment 2: Resale

All services made available to GNAPS by ALLTEL for resale by GNAPS pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to GNAPS by ALLTEL on behalf of ALLTEL's affiliated local exchange carriers as identified in Attachment 1: ALLTEL Local Exchange Carriers.
- 1.2 The applicable rules, regulations and rates in the ALLTEL Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 GNAPS will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from GNAPS for all services purchased pursuant to this Agreement.
- 1.4 GNAPS will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 GNAPS may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
- 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, GNAPS shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
- 1.7 GNAPS shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
- 1.8 GNAPS shall not use a resold service to avoid the rates, terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
- 1.9 If ALLTEL at its sole discretion provides non-regulated services to GNAPS for resale, said services shall be resold to GNAPS according to terms and conditions established by ALLTEL.
- 1.10 GNAPS shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities, ALLTEL shall provide Resale Services to GNAPS pursuant to this Agreement.
- 1.12 GNAPS has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business.
- 1.13 Service is furnished to GNAPS on the condition that it will not be used for any unlawful purpose.

- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.
- 1.15 ALLTEL can refuse service when it has grounds to believe that service will be used in violation of the law.
- 1.16 ALLTEL accepts no responsibility for any unlawful act committed by GNAPS or its end users as part of providing service to GNAPS for purposes of resale or otherwise.
- 1.17 ALLTEL is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of GNAPS or its end users. Law enforcement agency subpoenas and court orders regarding the end users of GNAPS will be directed to GNAPS. ALLTEL shall be entitled to bill GNAPS for any cost associated with complying with any requests by law enforcement agencies regarding GNAPS or GNAPS's end users.
- 1.18 White Page Directory Services shall be provided as set forth in Attachment 9 - White Page Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by ALLTEL with respect to GNAPS end-user accounts will be returned to the IXC as unbillable, and will not be passed on to GNAPS for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by ALLTEL.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to ALLTEL by GNAPS in accordance with the practices and procedures established by ALLTEL.
- 1.21 Except as otherwise provided in this Agreement, if ALLTEL notifies GNAPS in writing of a violation of a provision of this Agreement, GNAPS shall have thirty (30) days from notice to correct the violation and notify ALLTEL in writing that the violation has been corrected.
- 1.22 ALLTEL shall continue to have the right to serve and market directly to any end user within ALLTEL's service area, including but not limited to GNAPS's end users. ALLTEL shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with GNAPS's end users.
- 1.23 GNAPS shall not interfere with the right of any person or entity to obtain service directly from ALLTEL.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than ALLTEL and use, operation, maintenance or installation thereof shall not:
 - 1.24.1 interfere with or impair service over any facilities of ALLTEL, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.24.2 cause damage to plant;
 - 1.24.3 impair the privacy of any communications; or
 - 1.24.4 create hazards to any employees or the public.

- 1.25 GNAPS assumes the responsibility of notifying ALLTEL regarding any less than standard operations with respect to services provided by GNAPS.
- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to GNAPS shall remain the property of ALLTEL.
- 1.27 ALLTEL will provide customer record information to GNAPS, only after GNAPS has provided ALLTEL the appropriate Letter(s) of Authorization (LOA) from the relevant customer. ALLTEL may provide customer record information to GNAPS via US mail or fax.
- 1.28 All costs incurred by ALLTEL for providing services to GNAPS that are not covered in the ALLTEL tariffs shall be recovered from GNAPS for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding 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.
- 1.30 The rates applicable to GNAPS for purchase of services from ALLTEL for resale shall be the retail rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff.

2.0 **General Obligations**

- 2.1 GNAPS shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR.
- 2.2 ALLTEL shall attempt to implement GNAPS service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept GNAPS trouble reports with respect to GNAPS end users services 24 hours a day, 7 days a week. GNAPS will be assigned a customer contact center when initial service agreements are made. GNAPS end users calling ALLTEL will be referred to GNAPS at the number provided by GNAPS.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, GNAPS shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the GNAPS or the end user made the change. GNAPS shall pay for PIC changes at the tariffed rate.
- 2.6 GNAPS shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.
- 2.7 GNAPS is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at GNAPS location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.

- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by GNAPS. All applicable rates and charges for such services will be billed to and shall be the responsibility of GNAPS, with the exception of other retail services provided directly to the end user by ALLTEL as described in paragraph 2.8 above.
- 2.9 If GNAPS does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, GNAPS must order blocking services as outlined in the ALLTEL Local Exchange Tariff and pay any applicable charges.
- 2.10 GNAPS shall be responsible for providing to its end users, and to ALLTEL a telephone number or numbers that GNAPS end users can use to contact GNAPS in the event of service or repair requests. In the event that GNAPS end users contact ALLTEL with regard to such requests, ALLTEL shall provide the end user GNAPS's contact number and inform the end user to contact GNAPS.

3.0 **Establishment of Service**

- 3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, GNAPS will provide ALLTEL with the necessary documentation to enable ALLTEL to establish a master account for GNAPS. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, ALLTEL will begin taking orders from GNAPS for Resale Services.
- 3.2 Service orders will be in the format designated by ALLTEL.
- 3.3 When ALLTEL receives notification from GNAPS that a current ALLTEL customer will be subscribing to GNAPS's services, standard service order intervals for the appropriate class of service will apply.
- 3.4 Except as required by applicable laws or rules, ALLTEL will not require end user confirmation prior to establishing service for GNAPS's end user customers. GNAPS must, however, be able to demonstrate end user authorization upon request.
- 3.5 GNAPS will be the single point of contact with ALLTEL for all subsequent ordering activity resulting in additions or changes to Resale Services, except that ALLTEL will accept a request directly from the end user for conversion of the end user's service from GNAPS to ALLTEL, or will accept a request from another local service provider for conversion of the end user's service from LSP-P to the other local service provider.
- 3.6 ALLTEL will provide LSP-P at their request per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that ALLTEL provides such blocking capabilities to its customers and to the extent required by law.
- 3.7 When ordering Resale Services via a service order, LSP-P may where available, order from ALLTEL separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. ALLTEL will accept PIC change orders for IntraLATA toll and long distance services through the ALLTEL service provisioning process.
- 3.8 ALLTEL will provide order format specifications to LSP-P with respect to all services, features, and functions available and with respect to ancillary data required by ALLTEL to provision these

services.

- 3.9 ALLTEL, at its discretion may require LSP-P to provide ALLTEL a security deposit to ensure payment of LSP-P's account.
- 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 3.9.3 The fact that a security deposit has been provided in no way relieves LSP-P from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 3.9.5 In the event that LSP-P is in breach of this Agreement, service to LSP-P may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to LSP-P during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to LSP-P by the accrual date.

4.0 **Maintenance of Services**

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from LSP-P will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 LSP-P or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.
- 4.4 LSP-P shall promptly notify ALLTEL of any situations that arise that may result in a service problem.
- 4.5 LSP-P will be ALLTEL's single point of contact for all repair calls on behalf of LSP-P's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from LSP-P customers will be given a recording (or live statement) directing them to call the number designated by LSP-P. LSP-P on a reciprocal basis will refer all misdirected repair calls that LSP-P receives for ALLTEL customers to ALLTEL.

- 4.6 LSP-P will contact the appropriate ALLTEL repair center in accordance with procedures established by ALLTEL. LSP-P will refer repair calls to ALLTEL by telephone. ALLTEL will attempt to answer its telephone and begin taking information from LSP-P at the same level of service as provided to ALLTEL's customers.
 - 4.7 For all repair requests, LSP-P shall adhere to ALLTEL's prescreening guidelines prior to referring the trouble to ALLTEL.
 - 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
 - 4.9 ALLTEL will bill LSP-P for handling troubles that are found not to be in ALLTEL's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what ALLTEL charges to its retail customers for the same services.
 - 4.10 ALLTEL will provide LSP-P with written escalation procedures for maintenance resolution to be followed if, in LSP-P's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of ALLTEL management personnel who are responsible for maintenance issues.
 - 4.11 ALLTEL Maintenance of Service Charges, when applicable, will be billed by ALLTEL to LSP-P, and not to LSP-P's end-user customers.
 - 4.12 Dispatching of ALLTEL technicians to LSP-P Customer premises shall be accomplished by ALLTEL pursuant to a request received from LSP-P.
 - 4.13 When an ALLTEL employee visits the premises of a LSP-P local customer, the ALLTEL employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that ALLTEL was on their premises acting on behalf of "their local service provider".
 - 4.14 If trouble cannot be cleared without access to GNAPS local customer's premises and the customer is not at home, the ALLTEL technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
 - 4.15 ALLTEL reserves the right, but is not required, to contact GNAPS's customers for any lawful purpose.
 - 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by GNAPS in order to identify any new circuit failure performance problems.
- 5.0 **Discontinuance of Service**
- 5.1 **End User Disconnect Procedures**
 - 5.1.1 At the request of GNAPS, ALLTEL will disconnect a GNAPS end user customer.
 - 5.1.2 All requests by GNAPS for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.

- 5.1.3 GNAPS will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of GNAPS.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise GNAPS when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by GNAPS against any claim, loss or damage arising from providing this information to GNAPS. It is the responsibility of GNAPS to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 GNAPS Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by GNAPS of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of GNAPS to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to GNAPS, that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and GNAPS's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.
- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, GNAPS's account shall be considered in default, and will be subject to denial or disconnection, or both.
- 5.2.5 If GNAPS fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to GNAPS's designated representative discontinue the provision of existing services to GNAPS at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and GNAPS's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to GNAPS without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect GNAPS. ALLTEL reserves the right to advise GNAPS's end users of GNAPS's default after the date given in the notification for disconnection.

5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from GNAPS until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to GNAPS after disconnect for nonpayment has occurred.

6.0 **Billing and Payments**

- 6.1 Pursuant to this Agreement, ALLTEL shall bill GNAPS those charges which GNAPS incurs as a result of GNAPS purchasing Resale Services from ALLTEL.
- 6.2 ALLTEL shall provide GNAPS a monthly bill including all charges incurred by and credits and/or adjustments due to GNAPS for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to GNAPS will include:
- 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
- 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
- 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
- 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to GNAPS.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 6.6 ALLTEL will render bills each month on established bill days for each of GNAPS's accounts.
- 6.7 If GNAPS requests an additional copy(ies) of a bill, GNAPS will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges will be the responsibility of GNAPS. GNAPS shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by GNAPS from GNAPS's customer. ALLTEL will not become involved in billing disputes that arise between GNAPS and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due 20 days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 **Customer Usage Data**

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to GNAPS when the end user has been transferred to GNAPS, and GNAPS purchases Resale Services from ALLTEL.
- 7.2 ALLTEL will provide usage data for GNAPS customers using ALLTEL-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 7.2.1 All record types that are currently processed for ALLTEL customers.
 - 7.2.2 Use of CLASS/ Custom Features;
 - 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
 - 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to GNAPS only for GNAPS Customers. ALLTEL will not submit other carriers' local usage data as part of the GNAPS Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.
- 7.6 ALLTEL will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 7.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 7.8 ALLTEL will transmit formatted Usage Data to GNAPS via CONNECT: Direct or as otherwise agreed to by the Parties. GNAPS is responsible for the connection.
- 7.9 GNAPS and ALLTEL will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. GNAPS will pay to ALLTEL a per message charge for ALLTEL's transmission of usage data to GNAPS.
- 7.10 ALLTEL will provide Usage Data to GNAPS-daily (Monday through Friday) on a daily on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with 30 days written notice.
- 7.11 ALLTEL will establish a single point of contact to respond to GNAPS call usage, data error, and record transmission inquiries.
- 7.12 ALLTEL will bill and GNAPS will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Global NAPs, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Global NAPs, Inc.

V.P. Wholesale Marketing

Position/Title
ALLTEL Communications Service Corporation

ATTACHMENT 3

RESERVED FOR FUTURE USE

ATTACHMENT 4:
NETWORK INTERCONNECTION ARCHITECTURE

1.0 **Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the IP. Neither Party will bill the other for transmission and routing for facilities on its side of the IP.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Appendix A to this Attachment identifies the interconnection method and IP for the exchange of traffic pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will identify the IP.
- 1.4 This Attachment and Appendix A are based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to GNAPS.

2.0 **Interconnection Methods**

There are two methods of interconnection available; direct interconnection and indirect interconnection.

- 2.1 Direct interconnection provides for network interconnection between the Parties through, including but not limited to, one or more of the following methods: 1) lease arrangements, 2) jointly provisioned facilities arrangements and 3) Collocation. .
 - 2.1.1 If GNAPS's end office or wire center is within ALLTEL's local exchange boundary where direct interconnection is requested, either Party may lease from the other Party facilities between ALLTEL's end office or wire center location and GNAPS end office or wire center location, subject to availability. Unless the Parties mutually agree in writing to different locations, ALLTEL's IP will be located at GNAPS end office or wire center location and GNAPS's IP will be located at the ALLTEL end office or wire center location. Lease arrangements will be governed by the applicable ALLTEL interstate, intrastate or local, special access or private line tariffs under which GNAPS orders service. GNAPS has the right to designate a single point of interconnection at any technically feasible point.
 - ~~2.1.2~~ ~~2.1.2~~ Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the ALLTEL and GNAPS end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet). Should the parties interconnect via jointly provisioned facilities, GNAPS may designate the location of the GNAPS-Alltel

~~interconnection points, but agrees to negotiate such interconnection point in good faith toward reaching mutual agreement on the Parties will mutually agree to an IP provided,~~ however, that the IP will be within ALLTEL's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement.

2.1.3 Collocation interconnection provides for direct interconnection of the Parties' networks through network interfaces established at GNAP collocation location within ALLTEL's end office or wire center. GNAP must have a collocation arrangement established pursuant to this Agreement to utilize this form of direct interconnection. If GNAP establishes collocation at an end office or wire center, the IP will be at collocation facility.

2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 **Signaling Requirements**

3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.

3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.

3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")

3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and

functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.

- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
 - 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 **Interconnection and Trunking Requirements**

4.1 **Local Traffic and IntraLATA Toll Traffic**

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:
 - 4.1.1.1 Where technically feasible, the Parties may mutually agree to make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA toll traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. ~~If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.~~
 - 4.1.1.2 Separate trunks will be utilized for connecting GNAPS's switch to each 911/E911 tandem, if ALLTEL becomes an E911 provider during the term of this Agreement.
 - 4.1.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 **Trunking**

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

5.0 **Network Management**

5.1 **Protective Protocols**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 **Expansive Protocols**

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 **Mass Calling**

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 **Forecasting/Serviceing Responsibilities**

6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.

6.2 ALLTEL shall be responsible for forecasting and servicing the trunk groups terminating to GNAPS. GNAPS shall be responsible for forecasting and servicing the trunk groups terminating to ALLTEL end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.

6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

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- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 **Trunk Servicing**

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an GNAPS end office and ALLTEL access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). ALLTEL will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Global NAPs, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Global NAPs, Inc.

V.P. Wholesale Marketing
Position/Title
ALLTEL Communications Service Corporation

ATTACHMENT 5

RESERVED FOR FUTURE USE

Attachment 6: Unbundled Network Elements (UNEs)**1.0 Introduction**

- 1.1 ALLTEL shall, upon request of GNAPS, and to the extent technically feasible, provide to GNAPS access to its unbundled network elements for the provision of GNAPS's telecommunications services.
- 1.2 ALLTEL will provide GNAPS nondiscriminatory access to unbundled network elements in a manner that allows GNAPS to provide any telecommunications service that may be offered by means of that element.
- 1.3 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.
- 1.4 ALLTEL retains duty to maintain, repair, or replace the element.
- 1.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 1.6 Network elements provided to GNAPS under the provisions of this Attachment will remain the property of ALLTEL.

2.0 Unbundled Loops

- 2.1 The loop is a transmission path on which a subscriber's traffic is carried from the Main Distribution Frame or similar terminating device in an ALLTEL central office or similar environment up to the termination at the Network Interface Device (NID) at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to transmission equipment in co-located space.
- 2.3 ALLTEL will provide, subject to facility availability and technical feasibility, the following at the rates, terms, and conditions outlined in § 9.0 and Exhibit A: UNE Price List.
 - 2.3.1 2-Wire and 4-Wire analog;
 - 2.3.2 DS1
- 2.4 GNAPS will be responsible for testing and isolating network failures. Once GNAPS has isolated a trouble to the ALLTEL provided loop, GNAPS will issue a trouble report to ALLTEL on the loop. ALLTEL will take the actions necessary to repair the loop if a trouble actually exists.
- 2.5 If GNAPS reports a trouble on a loop and no trouble actually exists, ALLTEL will charge GNAPS for any dispatching and testing, (both inside and outside the central office) required by ALLTEL in order to confirm the loop's working status.
- 2.6 Where ALLTEL uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and ALLTEL has an alternate facility available, ALLTEL will make alternative arrangements to permit GNAPS to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide GNAPS with the capability to serve end users at the same level ALLTEL provides its customers. If no alternate facility is available, ALLTEL will determine the additional costs required for provisioning the loop facilities. GNAPS will then have the option of

paying the one-time charge to place the loop facilities or GNAPS may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

- 2.7 In addition to any liability provisions in this agreement, ALLTEL does not guarantee or make any warranty with respect to unbundled local loops when used in an explosive atmosphere. GNAPS will indemnify, defend and hold ALLTEL harmless from any and all claims by any person relating to GNAPS's or GNAPS end user's use of unbundled loops in an explosive atmosphere.
- 2.8 ALLTEL agrees that upon receiving an LSR from GNAPS for any customer of ALLTEL who wishes to disconnect its service and receive GNAPS's service, the cut-over shall be completed within the intervals set forth in Attachment 18: Performance Measures. GNAPS may request a coordinated cut-over between the Parties to avoid breaks in service to the customer. Such coordinated cut-over shall be subject to the prices set forth in Exhibit A: UNE Price List and the intervals set forth in Attachment 18: Performance Measures.

3.0 Network Interface Device (NID)

- 3.1 The NID is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections.
- 3.2 GNAPS will provide its own NID and may interface to the customer's premises wiring through connections in the customer chamber of the ALLTEL NID. This connection will be in adherence with the FCC rules regarding NID to NID arrangements.
- 3.3 With respect to multiple dwelling units or multiple-unit business premises, GNAPS will provide its own NID and will connect directly with the customer's inside wire. GNAPS will not require any connection to the ALLTEL NID, unless such premises are served by "single subscriber" type NIDs.
- 3.4 The ALLTEL NIDs that GNAPS uses under this Attachment will be those installed by ALLTEL to serve its customers.
- 3.5 Where feasible, the NID shall be physically accessible to GNAPS designated personnel. In cases where entrance to the customer premises is required to give access to the NID, GNAPS shall obtain entrance permission directly from the customer.
- 3.6 GNAPS will not attach to or disconnect ALLTEL's ground. GNAPS will not cut or disconnect ALLTEL's loop from its protector. GNAPS will not cut any other leads in the NID. GNAPS will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. GNAPS will tighten all screws or lugs loosened by GNAPS in the NID's enclosure and replace all protective covers.
- 3.7 Any repairs, upgrades, and/or rearrangements required by GNAPS will be performed by ALLTEL based on time and material charges.

4.0 **Cross-Connects**

4.1 The local loop cross connect is the media between the ALLTEL distribution frame and an GNAPS designated collocation. The applicable cross connects are as follows:

4.1.1 2-Wire;

4.1.2 4-Wire;

4.1.3 DS1; and/or

4.1.4 DS0

5.0 **Provisioning/Maintenance Of Network Elements On An Unbundled Basis**

5.1 Subject to the terms herein, ALLTEL is responsible only for the installation, operation and maintenance of the Network Elements it provides. ALLTEL is not otherwise responsible for the Telecommunications Services provided by GNAPS through the use of those elements.

5.2 Where unbundled network elements provided to GNAPS are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to ALLTEL for future provisioning needs, unless such element is disconnected in error. GNAPS agrees to relinquish control of any such unbundled network element concurrent with the disconnection of GNAPS's end user's service.

5.3 The elements provided pursuant to this Attachment will be available to ALLTEL at times mutually agreed upon in order to permit ALLTEL to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

5.4 GNAPS's use of any ALLTEL unbundled network element, or of its own equipment or facilities in conjunction with any ALLTEL network element, will not materially interfere with or impair service over any facilities of ALLTEL, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, ALLTEL may discontinue or refuse service if GNAPS violates this provision, provided that such termination of service will be limited to GNAPS's use of the element(s) causing the violation.

5.5 When a ALLTEL provided tariffed or resold service is replaced by an GNAPS facility based service using any ALLTEL provided unbundled network elements (including service provided exclusively via ALLTEL provided UNE), both the disconnect order and the new connect order will be issued by GNAPS. A service order charge on the requested network elements will be assessed. Similarly, when an end user is served by one local service provider using ALLTEL provided UNE is converted to LSP-P's service which also uses an ALLTEL provided UNE, a disconnect order will be issued by ALLTEL (with an appropriate service order charge being generated to LSP-P) of the existing UNE and a new connect order will be issued by LSP-P (with an appropriate service order charge being generated to LSP-P) of the new UNE.

5.6 LSP-P will connect equipment and facilities that are compatible with the ALLTEL Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements.

- 5.7 Unbundled Network Elements may not be connected to or combined with ALLTEL access services or other ALLTEL tariffed service offerings.

6.0 **Maintenance of Elements**

- 6.1 The network elements provided by ALLTEL pursuant to this Attachment will be maintained by ALLTEL. LSP-P or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by ALLTEL, other than by connection or disconnection to any interface means used, except with the written consent of ALLTEL.
- 6.2 If trouble occurs with unbundled network elements provided by ALLTEL, LSP-P will first determine whether the trouble is in LSP-P's own equipment and/or facilities or those of the end user. If LSP-P determines the trouble is in ALLTEL's equipment and/or facilities, LSP-P will issue a trouble report to ALLTEL.
- 6.3 LSP-P will pay Time and Material charges when LSP-P reports a suspected failure of a network element and ALLTEL dispatches personnel to the end user's premises or a ALLTEL central office and trouble was not caused by ALLTEL's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 6.4 LSP-P will pay Time and Material charges when ALLTEL dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than ALLTEL or in detariffed CPE (Customer Provider Equipment) provided by ALLTEL, unless covered under a separate maintenance agreement.
- 6.5 If LSP-P issues a trouble report allowing ALLTEL access to the end user's premises and ALLTEL personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that ALLTEL personnel are dispatched. Subsequently, if ALLTEL personnel are allowed access to the premises, the charges discussed herein will still apply.
- 6.6 Time and Material charges apply on a half-hour basis. If more than one technician is necessary in accordance with ALLTEL standard practices and is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of ALLTEL performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of ALLTEL performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of ALLTEL performed other than on a normally scheduled workday.
- 6.7 If LSP-P requests or approves an ALLTEL technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LSP-P will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

7.0 **Performance of Network Elements**

- 7.1 Access to Network Elements provided by ALLTEL to LSP-P will meet applicable regulatory performance standards and be at least equal in quality and performance as that which ALLTEL provides to itself. LSP-P may request, and ALLTEL will provide, to the extent technically feasible, access to Network Elements that is lesser quality than ALLTEL provides to itself and such service will be requested pursuant to the Bona Fide Request process.

7.2 Nothing in this Attachment will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. LSP-P will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of ALLTEL, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

8.0 **Bona Fide Request (This information is contained in Attachment 19: no need to duplicate)**

8.1 §§ 8.3 - 8.8 below identify specific unbundled Network Elements and provide the terms and conditions on which ALLTEL will offer them to LSP-P. Any request by LSP-P for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Bona Fide Request process.

8.2 The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

8.3 A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with an estimated demand forecast.

8.4 The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

8.5 Except under extraordinary circumstances, within forty-five (45) days of its receipt of a Network Element Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

8.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

8.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

8.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or cancel its request.

9.0 **Pricing**

- 9.1 Exhibit A: UNE Price List is a schedule which reflects the prices at which ALLTEL agrees to furnish Unbundled Network Elements and associated ancillary items to LSP-P. LSP-P agrees to compensate ALLTEL for unbundled Network elements at the rates contained in this Exhibit.
- 9.2 For any rate element and/or charge contained in or referenced to in this Attachment that are not listed in the pricing, including Bona Fide Requests, ALLTEL and LSP-P will negotiate prices.
- 9.3 ALLTEL will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- 9.4 ALLTEL will recover the costs of modifying its outside plant facilities for LSP-P space requirements. These costs will be recovered via the Bona Fide Request process described herein.
- 9.5 **Recurring Charges**
- 9.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process might be longer.
- 9.5.2 Where rates will be based on minutes of use, usage will be accumulated at the end office and rounded to the next higher minute. LSP-P will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions
- 9.5.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, ALLTEL will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, ALLTEL will round up to the next whole mile before determining the mileage and applying rates.
- 9.6 **Non-Recurring Charges**
- 9.6.1 LSP-P will pay a non-recurring charge when LSP-P adds or removes a signaling point code. This charge also applies to point code information provided by LSP-P allowing other telecommunications providers to use LSP-P's SS7 signaling network.
- 9.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by ALLTEL to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 9.8 LSP-P will pay a non-recurring Coordinated Cut-over charge, when LSP-P-P requests a coordinated cut-over.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Local Service Provider, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Local Service Provider, Inc.

V.P. Wholesale Marketing

Position/Title
ALLTEL Communications Service Corporation

Exhibit A: UNE Price List

	Monthly Recurring / MOU Rate	Nonrecurring Charges	
		Initial	Additional
Unbundled Loops			
2-Wire Analog			
4-Wire Analog			
DS1			
Cross Connect			
2-Wire			
4-Wire / DS0			
DS1			
Service Order Charges			
New Service			
Change			
Disconnect			
Maintenance of Service Charges			
Basic Time per half (1/2) hour			
Overtime per half (1/2) hour			
Premium Time per half (1/2) hour			
Time and Material Charges			
Basic Time per half (1/2) hour			
Overtime per half (1/2) hour			
Premium Time per half (1/2) hour			

Attachment 7: Physical Collocation

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which ALLTEL will offer physical collocation to LSP-P as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 LSP-P shall be allowed to obtain dedicated space (the "Collocation Space") in ALLTEL's Wire Centers and to place equipment in such space to interconnect with ALLTEL's network.
 - 1.1.2 LSP-P shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes ALLTEL providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 LSP-P will disclose appropriate information about the equipment to be installed to allow ALLTEL to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When ALLTEL personnel are used, the related charges by ALLTEL shall be just, reasonable, and non-discriminatory.
- 1.7 If LSP-P chooses to physically collocate in premises which was initially prepared for virtual collocation, LSP-P may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case LSP-P shall coordinate the construction and rearrangement with ALLTEL of its equipment and circuits for which LSP-P shall pay ALLTEL at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Physical Collocation Pricing shall apply.
- 1.8 LSP-P is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from ALLTEL.
- 1.9 LSP-P's collocated space will be separated from other CLEC's collocated space and ALLTEL space through cages constructed by ALLTEL or ALLTEL's contractors.
- 1.10 Once construction is complete for physical collocation and LSP-P has accepted its physical collocation space, LSP-P may order Cross-Connects.
- 1.11 If, at any time, ALLTEL reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of noncompliance to LSP-P along with an identification of the problem and recommendations for its solution. LSP-P will be responsible for

the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If LSP-P fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, ALLTEL may have the equipment removed or the condition reasonably corrected at LSP-P's expense.

- 1.12 During installation if ALLTEL determines LSP-P activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, ALLTEL has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of ALLTEL's employees, interfere with the performance of ALLTEL's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, ALLTEL may perform such work and/or take reasonable action as is necessary to correct the condition at LSP-P's sole expense.
- 1.13 ALLTEL may refuse LSP-P's requests for additional space if LSP-P is in material breach of this Attachment, including having any past due charges hereunder.

2.0 Collocation Intervals

- 2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.

2.2 Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by ALLTEL from LSP-P of a Bona Fide Request for Collocation and the associated Application Fee, ALLTEL will notify LSP-P whether the sufficient floor space is available in the requested Wire Center to accommodate LSP-P's request and provide floor plans necessary for use by an ALLTEL approved contractor.

2.3 Buildout Quote Preparation.

Within thirty-five (35) business days of the receipt by ALLTEL from LSP-P of a Bona Fide Request for Collocation and the associated Application Fee, ALLTEL will provide GNAPS with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

2.4 Quote Acceptance

Within thirty (30) business days of the receipt by GNAPS of the ALLTEL quotation, GNAPS will accept or reject the ALLTEL proposed quotation. Acceptance shall require payment to ALLTEL of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the acceptance of the quotation by GNAPS, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to GNAPS for installation of its collocated equipment.

- 2.6 Delays in ALLTEL's receipt of equipment or material required for physical collocation that are beyond ALLTEL's control shall not leave ALLTEL liable for any claims of delay by GNAPS.

- 2.7 ALLTEL shall notify GNAPS that the Collocation Space is ready for occupancy. GNAPS's operational telecommunications equipment must be placed and connected with ALLTEL's network within sixty (60) business days of such notice. If GNAPS fails to place operational telecommunications equipment in the Collocation Space within sixty (60) business days and such

failure continues for a period of twenty (20) business days after receipt of written notice from ALLTEL, then and in that event GNAPS's right to occupy the Collocation Space terminates and ALLTEL shall have no further obligations to GNAPS with respect to said Collocation Space. Termination of GNAPS's rights to the Collocation Space pursuant to this Section shall not operate to release GNAPS from its obligations to reimburse ALLTEL for all cost reasonably incurred by ALLTEL in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, GNAPS's telecommunications equipment will be deemed operational when cross-connected to ALLTEL's network for the purpose of service provision.

3.0 **Termination of Collocation Arrangement**

3.1 GNAPS may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ALLTEL.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 GNAPS shall surrender all keys, access cards and ALLTEL provided photo identification cards to the Collocation Space and the building to ALLTEL, and shall make known to ALLTEL the combination of all combination locks remaining on the Collocation Space.

3.2.2 GNAPS, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that GNAPS shall continue payment of monthly fees to ALLTEL until such date as GNAPS has fully vacated the Collocation Space.

3.2.2.1 If GNAPS fails to vacate the Collocation Space within thirty (30) days from the termination date, ALLTEL reserves the right to remove GNAPS's equipment and other property of GNAPS, with no liability for damage or injury to GNAPS's property unless caused by the negligence or intentional misconduct of ALLTEL. All expenses shall be borne by GNAPS.

3.2.3 GNAPS shall return to ALLTEL the Collocation Space and all equipment and fixtures of ALLTEL in as good a condition and state of repair as when GNAPS originally took possession, normal wear and tear or damage by fire or other casualty excepted. GNAPS shall be responsible to ALLTEL for the cost of any repairs that shall be made necessary by the acts or omissions of GNAPS or of its agents, employees, contractors, or business invitees. ALLTEL reserves the right to oversee GNAPS's withdrawal from the Collocation Space, and GNAPS agrees to comply with all directives of ALLTEL regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ALLTEL's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that GNAPS shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put GNAPS to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.

3.2.4 Prior to any termination or within thirty (30) days thereafter, GNAPS shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by GNAPS, failing which ALLTEL may remove the same, and GNAPS shall, upon demand, pay to ALLTEL the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ALLTEL.

3.2.5 All fixtures, installations, and personal property belonging to GNAPS not removed from the Collocation Space upon termination of a Collocation Space license and not required by ALLTEL to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by GNAPS and title thereto shall pass to ALLTEL under this Attachment as if by bill of sale.

3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, GNAPS shall indemnify ALLTEL against loss or liability resulting from delay by GNAPS in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

3.3 Should GNAPS default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the GNAPS is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, ALLTEL may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel GNAPS, remove GNAPS property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies ALLTEL might have. ALLTEL may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by GNAPS at any time thereafter.

4.0 **Collocation Space**

4.1 If ALLTEL determines it necessary for GNAPS's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another ALLTEL Wire Center, GNAPS is required to do so. GNAPS shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of ALLTEL, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in ALLTEL's sole judgment. Otherwise ALLTEL shall be responsible for any such preparation and costs.

4.2 If GNAPS requests the Collocation Space to be moved within the Building or to another ALLTEL Wire Center, ALLTEL shall permit GNAPS to relocate the Collocation Space, subject to the availability of space and associated requirements. GNAPS shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.

4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."

4.4 ALLTEL agrees, at GNAPS's sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by ALLTEL in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After GNAPS has made the initial payments required and the state regulatory approval is obtained for this attachment, ALLTEL agrees to pursue diligently the preparation of the Collocation Space for use by GNAPS.

5.0 **Entrance Facilities and Demarcation Point**

5.1 GNAPS will place its own entrance facilities for connection to the collocated equipment. ALLTEL will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. GNAPS will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole.

GNAPS will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to GNAPS's equipment in the Collocation Space. GNAPS must contact ALLTEL for instructions prior to placing the entrance facility cable in the manhole. GNAPS is responsible for maintenance of the entrance facilities.

- 5.2 ALLTEL shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between GNAPS's network and ALLTEL's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between ALLTEL and GNAPS will be at the POT Bay.

6.0 **Use of Collocation Space**

- 6.1 Subject to § 6.13 below, GNAPS shall only use the Collocation Space for purposes of locating equipment and facilities within ALLTEL's central offices to connect with ALLTEL services only. Consistent with the nature of the Building and the environment of the Collocation Space, GNAPS shall not use the Collocation Space for office, retail, or sales purposes. GNAPS shall place no signs or markings of any kind (except for a plaque or other identification affixed to GNAPS's equipment and reasonably necessary to identify GNAPS's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.

- 6.2 GNAPS is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by GNAPS in the Collocation Space.

- 6.3 From time to time ALLTEL may require access to the Collocation Space. ALLTEL retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). ALLTEL will give reasonable notice to GNAPS when access to the Collocation Space is required. GNAPS may elect to be present whenever ALLTEL performs work in the Collocation Space. The Parties agree that GNAPS will not bear any of the expense associated with this work.

6.4 **GNAPS Access to GNAPS's Collocation Space**

GNAPS shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require GNAPS to traverse restricted areas. All employees, agents and contractors of GNAPS having access to the Collocation Space shall comply with ALLTEL's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by ALLTEL which contains a current photo, the individual's name and company name/logo. GNAPS agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, GNAPS shall surrender the Collocation Space to ALLTEL in the same condition as when first occupied by GNAPS except for ordinary wear and tear.

- 6.5 GNAPS must submit an application listing all of GNAPS's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. GNAPS warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by ALLTEL, would be a material breach of this Attachment. GNAPS shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of ALLTEL.

- 6.6 In the event that subsequent to the execution of this Attachment GNAPS desires to place in the Collocation Space any equipment or facilities not set forth on the application, GNAPS shall furnish to ALLTEL a written list and description of the equipment or facilities. ALLTEL may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.
- 6.7 The foregoing imposes no obligation upon ALLTEL to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 6.8 GNAPS shall indicate its intent to proceed with equipment installation in an ALLTEL Central Office by submitting a Bona Fide Firm Order; Exhibit B attached hereto, to ALLTEL. A Bona Fide Firm Order requires GNAPS to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Bona Fide Firm Order must be received by ALLTEL no later than thirty (30) days after ALLTEL's response to GNAPS's Application/Inquiry. Space preparation for the Collocation Space will not begin until ALLTEL receives the Bona Fide Firm Order and all applicable fees.
- 6.9 GNAPS shall bare all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by ALLTEL may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. ALLTEL will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise GNAPS of delays. GNAPS agrees ALLTEL shall not be liable to GNAPS for delays in providing possession of the Collocation Space.
- 6.10 Pursuant to the terms contained in this Attachment, ALLTEL shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
- 6.11 GNAPS equipment or operating practices representing a significant demonstrable technical threat to ALLTEL's network or facilities, including the building, is strictly prohibited.
- 6.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of ALLTEL or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13 ALLTEL will permit interconnection between two collocated Global NAPs at the rates specified in § 14.9 Direct Connection. ALLTEL will provide nothing more than the labor and physical structure(s) necessary for the local service provider to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the

local service providers are not located on the same floor, ALLTEL will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. ALLTEL will not make the physical connection within the local service provider's collocation node. ALLTEL will not accept any liability for the cable or the connections and ALLTEL will not maintain any records concerning these connections.

- 6.14 Subject to this Attachment, GNAPS may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by GNAPS in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by GNAPS at any time. GNAPS shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall GNAPS or any person purporting to be acting through or on behalf of GNAPS make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of ALLTEL. ALLTEL shall consider a modification, improvement, addition, repair, or other alteration requested by GNAPS, provided that ALLTEL shall have the right to reject or modify any such request. GNAPS shall pay the cost of any such construction in accordance with ALLTEL's then-standard custom work order process.

7.0 **Standards**

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of GNAPS as of the Effective Date of this Attachment and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of GNAPS concurrence. GNAPS shall strictly observe and abide by each.
- 7.2 GNAPS warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. GNAPS also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.
- 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 **Responsibilities of GNAPS**

- 8.1 GNAPS is responsible for providing to ALLTEL personnel a contact number for GNAPS technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

- 8.2 GNAPS is responsible for providing trouble report status when requested by ALLTEL.
- 8.3 Regeneration of either DS1 or DS3 signal levels must be provided by GNAPS, or ALLTEL under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. GNAPS must provide any regeneration caused by cross-office extension.
- 8.4 A vendor who has been approved as an ALLTEL certified vendor to perform all engineering and installation work must install all equipment. ALLTEL shall provide GNAPS with a list of certified vendors upon request. The certified vendor shall be responsible for installing GNAPS's equipment and components, extending power cabling to the ALLTEL power distribution frame, performing operational tests after installation is complete and notifying ALLTEL's engineers and GNAPS upon successful completion of installation. The certified vendor shall bill GNAPS directly for all work performed for GNAPS pursuant to this Attachment and ALLTEL shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of GNAPS. GNAPS will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:
- 8.4.1 Entrance Facilities;
 - 8.4.2 GNAPS Equipment;
 - 8.4.3 Required Point of Termination Cross Connects;
 - 8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;
 - 8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

ALLTEL NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5 GNAPS is responsible for immediate verbal notification to ALLTEL of significant outages or operations problems which could impact or degrade ALLTEL's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6 GNAPS is responsible for coordinating with ALLTEL to ensure that services are installed in accordance with the service request.
- 8.7 GNAPS is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an GNAPS provided facility or piece of equipment. If ALLTEL testing is also required, it will be provided at charges specified in ALLTEL's F.C.C. Tariff No. 1.

9.0 **Assignment**

- 9.1 GNAPS shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of ALLTEL. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of ALLTEL. GNAPS shall not permit any third party to jointly occupy the Collocation

Space. GNAPS acknowledges that this Attachment does not convey any right, title or interest in the Central Office to GNAPS.

10.0 **Casualty Loss**

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, ALLTEL shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, ALLTEL has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while GNAPS was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or ALLTEL opts not to rebuild, then this Attachment shall (upon notice to GNAPS within thirty (30) days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of ALLTEL to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for GNAPS and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by GNAPS or by ALLTEL to the Collocation Space at the request of GNAPS; or any fixture or other equipment installed in the Collocation Space by GNAPS or by ALLTEL on request of GNAPS.
- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in ALLTEL's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, ALLTEL, at its option, may terminate this Attachment by giving GNAPS ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 **Limitation of Liability**

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 GNAPS acknowledges and understands that ALLTEL may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of GNAPS; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging GNAPS equipment and facilities. In addition to any other applicable limitation, ALLTEL shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or ALLTEL, and regardless of whether any claimed ALLTEL liability arises in tort or in contract. GNAPS shall save and hold ALLTEL harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of GNAPS.

12.0 **Services, Utilities, Maintenance and Facilities**

- 12.1 ALLTEL, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. GNAPS shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable ALLTEL tariffs.
- 12.2 ALLTEL will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for GNAPS equipment, in the same manner

that it provides such support items for its own equipment within that Wire Center. Additionally, ALLTEL shall provide smoke/fire detection and any other building code requirements.

- 12.3 ALLTEL shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by GNAPS to access the Collocation Space.
- 12.4 ALLTEL agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.
- 12.5 ALLTEL will not provide GNAPS with guaranteed parking. GNAPS is required to park in public parking.
- 12.6 Where available without a security escort, ALLTEL shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for GNAPS personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, GNAPS shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

- 13.1 GNAPS and all persons acting through or on behalf of GNAPS shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

- 14.1 GNAPS shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following.

14.2 Application Fee

GNAPS shall submit to ALLTEL an Application fee to cover the work involved in developing a quotation for GNAPS for the total costs involved in its collocation request for one (1) Wire Center. GNAPS must pay the Application Fee to ALLTEL prior to ALLTEL beginning any collocation work for GNAPS. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

- ALLTEL requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for GNAPS if GNAPS and ALLTEL jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, GNAPS shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which ALLTEL releases the Collocation Space for occupancy or on the date GNAPS first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to GNAPS's collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the GNAPS collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever GNAPS or its approved agent desires access to the entrance manhole or must traverse a restricted area within ALLTEL's central office. Rates for a ALLTEL security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Physical Collocation Pricing. A request resulting in the dispatch of an ALLTEL employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 Insurance

15.1 GNAPS shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and GNAPS's insurance company's rating need not be higher than what ALLTEL requires of its own underwriters. So long as GNAPS has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and

- property damage, with a policy aggregate of ten million dollars (\$10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.
- 15.2.2 Umbrella/excess liability coverage in an amount of ten million dollars (\$10,000,000.00) excess of coverage specified in § 15.2.1 preceding.
- 15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 15.2.3 GNAPS may elect to purchase business interruption and contingent business interruption insurance, having been advised that ALLTEL assumes no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.4 All risk property coverage on a full replacement cost basis insuring all of GNAPS's personal property situated on or within ALLTEL location(s). GNAPS may also elect to purchase business interruption or contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.5 GNAPS may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 15.3 The limits set forth in § 15.2 above may be increased by ALLTEL from time to time during the term of the Attachment upon thirty (30) days notice to GNAPS to at least such minimum limits as shall then be customary with respect to comparable occupancy of ALLTEL structures.
- 15.4 All policies purchased by GNAPS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ALLTEL.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to ALLTEL's Central Office and shall remain in effect for the term of this Attachment or until all GNAPS property has been removed from ALLTEL's Central Office, whichever period is longer. If GNAPS fails to maintain required coverage, ALLTEL may pay the premiums thereon and seek reimbursement of it from GNAPS.
- 15.6 GNAPS releases ALLTEL from and waives any and all right of recovery, claim, action or cause of action against ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to GNAPS or located on or in the space at the instance of GNAPS by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on GNAPS fixtures and other personal property shall contain a waiver of subrogation against ALLTEL, and any rights of GNAPS against ALLTEL for damage to GNAPS fixtures or personal property are hereby waived. GNAPS may also elect to purchase business interruption and contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 GNAPS shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. GNAPS

shall arrange for ALLTEL to receive thirty (30) days advance written notice from GNAPS insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

15.8 GNAPS must also conform to the recommendation(s) made by ALLTEL's insurance company.

15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 **ALLTEL's Right of Way**

16.1 ALLTEL, its agents, employees, and other ALLTEL-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by ALLTEL hereunder, and for any other purpose deemed reasonable by ALLTEL. ALLTEL may access the Collocation Space for purpose of averting any threat of harm imposed by GNAPS or its equipment or facilities upon the operation of ALLTEL equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Global NAPs, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Global NAPs, Inc.

V.P. Wholesale Marketing
Position/Title
ALLTEL Communications Service Corporation

Exhibit A: Physical Collocation Pricing

Rate Element		Monthly Recurring Charge	Nonrecurring Charge
Application Fee	Per arrangement, Per C.O.		
Subsequent Application Fee	Per arrangement, Per C.O.		
Buildout Space Preparation Fee	Per arrangement, Per C.O.		
Cable Installation Fee	Per cable		
Cable Support Structure	Per cable, per foot		
Floor Space Rental	Per square foot		
48 Volt Power	Per ampere, Per month (40 amp increments)		
Security Escort	Per half hour		
Basic			
Overtime			
Premium			

Exhibit B
Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Attachment 8: Virtual Collocation

1.0 Service Description

- 1.1 This Attachment sets forth terms and conditions that provide GNAPS the capability to collocate customer provided transmission, concentration and multiplexing equipment at an ALLTEL wire center or other designated ALLTEL premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. GNAPS may terminate basic fiber optic transmission facilities at ALLTEL's premises for connection to their designated equipment or may lease facilities from ALLTEL. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of GNAPS's network to ALLTEL's network at specific locations established in accordance with the terms of this Attachment (ALLTEL Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 ALLTEL Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by ALLTEL ("Locations"). GNAPS will install fiber optic cable up to an ALLTEL designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. GNAPS will provide ALLTEL sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). ALLTEL will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and GNAPS so desires, multiple entry points will be provided to GNAPS.
- 1.2 ALLTEL Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.
- 1.3 General provisions, rates and charges applicable to all ALLTEL Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of ALLTEL Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by GNAPS.
- 2.2 **Title**
- 2.2.1 GNAPS agrees to sell to ALLTEL all the equipment and support structure components required to provision and maintain/repair ALLTEL Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
- 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, ALLTEL agrees to sell to GNAPS for the sum of one dollar (\$1.00), all the equipment and support structure components which were sold to ALLTEL pursuant to §2.2.1 above.

- 2.2.3 This Agreement does not convey to GNAPS any right, title, or interest in ALLTEL facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of an ALLTEL Virtual Collocation arrangement.
- 2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. ALLTEL reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. GNAPS must provide a length of underground fiber optic cable in the entrance manhole specified by ALLTEL which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. GNAPS is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on GNAPS's side of the IP. Before placing the fiber optic facility in the manhole, GNAPS will contact ALLTEL for instructions. GNAPS agrees to comply with the ALLTEL's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by ALLTEL.
- 2.4 ALLTEL will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which ALLTEL will install.
- 2.5 GNAPS must provide the fiber transmission equipment that ALLTEL will purchase and use pursuant to paragraph 2.1 preceding to provision the ALLTEL Virtual Collocation Service. GNAPS provided equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- 2.6 GNAPS is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. GNAPS must also specify all software options for the transmission equipment and associated plug-ins. In addition, GNAPS shall provide the following:
- 2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- 2.6.2 All unique tools and test equipment.
- 2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- 2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.
- 2.6.5 Fuse panel(s) with sufficient capacity for all ALLTEL Virtual Collocation transmission equipment.
- 2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).
- 2.7 Any equipment provided under §2.5 preceding shall be provided to ALLTEL in accordance with §2.1 preceding.
- 2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of GNAPS. GNAPS will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.

- 2.9 If GNAPS desires ALLTEL to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable ALLTEL service tariff provisions.
- 2.10 ALLTEL will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 ALLTEL will work cooperatively with GNAPS to facilitate joint testing and maintenance/repair related activities.
- 2.12 GNAPS will be responsible for notifying ALLTEL of significant outages of any portion of its network, which could impact or degrade ALLTEL switches and services. GNAPS will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by GNAPS should be tested and isolated by GNAPS prior to reporting the trouble to ALLTEL.
- 2.14 ALLTEL or an ALLTEL-authorized vendor must perform all installation work performed on behalf of GNAPS. Authorization procedures may be obtained from ALLTEL upon request.
- 2.15 ALLTEL will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to GNAPS's designated equipment in the same standards and parameters required for ALLTEL equipment. GNAPS will provide ALLTEL with specifications for any non-standard or special requirements at the time of application. ALLTEL reserves the right to assess GNAPS any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 **Limitations on Provision of Service**

- 3.1 The following provisions address ALLTEL Virtual Collocation Service interconnections to the ALLTEL network and service prohibitions for ALLTEL Virtual Collocation Service:
 - 3.1.1 GNAPS will not have access to the ALLTEL buildings, except as provided in §3.1.2 following.
 - 3.1.2 An ALLTEL security escort will accompany GNAPS from the interconnection point outside of the ALLTEL Virtual Collocation location. The security escort will be provided at GNAPS's expense in accordance with charges described in §13.0 following.
 - 3.1.3 An GNAPS will not interconnect at less than DS1/DS3 level high capacity services within the Premises
- 3.2 ALLTEL is not responsible for the design, engineering, or performance of GNAPSs designated termination equipment and GNAPS provided facilities for Virtual Collocation Service.
- 3.3 ALLTEL is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a customer request.

4.0 **Ordering Services**

- 4.1 GNAPS shall complete and provide to ALLTEL a written application requesting an ALLTEL Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested ALLTEL Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- 4.2 ALLTEL will process applications for ALLTEL Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- 4.3 ALLTEL will accept letters of agency in conjunction with an application for ALLTEL Virtual Collocation.
- 4.4 Upon receipt of the application fee, ALLTEL will conduct the following design and planning activities:
 - 4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - 4.4.2 Determination of requirements of the requested ALLTEL Virtual Collocation design.
 - 4.4.3 Administrative activities required to process the application.
- 4.5 Once ALLTEL has completed the design and planning activities, GNAPS will be informed of the floor space and power requirements. Within thirty (30) days ALLTEL will provide to GNAPS a list of vendors certified to perform equipment installations.
- 4.6 GNAPS shall have thirty (30) days from receipt of the information to place a firm order.
- 4.7 ALLTEL's engineering and other labor time associated with establishing and maintaining ALLTEL Virtual Collocation Service will be billed under the provisions of §10.0 following.
- 4.8 GNAPS agrees to meet with ALLTEL on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. GNAPS is responsible for ordering electronics. ALLTEL is responsible to provide installation within a thirty (30) day interval once ALLTEL has taken receipt of the electronics.

5.0 **Service Activation**

- 5.1 ALLTEL will notify GNAPS in writing upon completion of the installation work and prior to activating the ALLTEL Virtual Collocation arrangement.
- 5.2 ALLTEL will provide GNAPS with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., ALLTEL Virtual Collocation location, bay location, shelf, etc., at the time of installation.
- 5.3 ALLTEL will utilize existing test equipment, or GNAPS unique test equipment, for acceptance and repair in cooperation with GNAPS.

6.0 **Training**

- 6.1 If GNAPS selects terminating transmission equipment hardware and/or software which is not currently in use in the ALLTEL location where ALLTEL Virtual Collocation will be provided, GNAPS will be responsible for payment of the charges as set forth in Appendix A following, for

any necessary training for ALLTEL personnel needed to repair said equipment. Additionally, GNAPS will be responsible for payment of any applicable tuition fees associated with said training.

- 6.2 In the event that GNAPS does not provide the necessary training to enable ALLTEL personnel to repair said equipment, ALLTEL may call a certified vendor to make repairs of said equipment. GNAPS will reimburse ALLTEL for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 **Inspections**

- 7.1 GNAPS shall call to schedule a time to enter the ALLTEL Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An ALLTEL security escort will accompany GNAPS during said inspections at the expense of GNAPS. Security escort rates are as set forth in Exhibit A following.

8.0 **Maintenance**

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of GNAPS. In an emergency, ALLTEL will use reasonable efforts to notify GNAPS, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, GNAPS must provide ALLTEL with the associated circuit identifications and specific location of the ALLTEL Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, GNAPS will be billed to GNAPS on a time and material basis. No charges will be assessed to GNAPS for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of ALLTEL or from incidental damage resulting from ALLTEL activities. GNAPS is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.

- 8.2 All maintenance/repair on ALLTEL Virtual Collocation terminating transmission equipment will be performed by ALLTEL.

9.0 **Insurance and Liability Requirements**

- 9.1 Risk of loss with respect to the collocation equipment shall remain with GNAPS throughout the term of this Agreement, and GNAPS shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate GNAPS in the event of loss or damage to the equipment. GNAPS shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 **Rate Elements**

- 10.1 ALLTEL Virtual Collocation Service rates and charges are described below. Rates and charges for each element are specified in Appendix A attached hereto and pursuant to the following.
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with GNAPS's application for ALLTEL Virtual Collocation Service. The first-come, first-served policy of processing applications for ALLTEL Virtual Collocation arrangements will be determined based upon the order of receipt of applications for ALLTEL Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested ALLTEL Virtual Collocation design. An Application Fee is required with each ALLTEL Virtual Collocation arrangement application submitted per location. If more than one ALLTEL Virtual Collocation arrangement is ordered at the same location on the initial ALLTEL Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.
- 10.3 The Cable Installation Charge applies for each ALLTEL Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the ALLTEL Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to ALLTEL commencing work on the ALLTEL Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent ALLTEL Virtual Collocation arrangement orders within the same location for GNAPS if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent ALLTEL Virtual Collocation Service.
- 10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.
- 10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to GNAPS's designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.
- 10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module.
- 10.7 The engineering/installation charge is associated with work performed by ALLTEL to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.
- 10.8 A security escort is provided to GNAPS whenever GNAPS, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of an ALLTEL employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.
- 10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the ALLTEL location no training charges are applicable. When GNAPS equipment (hardware and/or

software) is not identical to that already in use in the ALLTEL location, charges as set forth in Appencix A are applicable.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Global NAPs, Inc.

ALLTEL Communications Service Corporation

Print Name

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
Global NAPs, Inc.

V.P. Wholesale Marketing

Position/Title
ALLTEL Communications Service Corporation