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CAM-T-09-03

RECIRPROCAL COMPENSATION AGREEMENT

BETWEEN

CAMBRIDGE TELEPHONE COMPANY

AND

T-MOBILE USA INC.

RECIRPROCAL COMPENSATION AGREEMENT

This Reciprocal Compensation Agreement (“Agreement”) for the transport and termination of telecommunications traffic (“traffic”) dated February 20, 2009 (“Effective Date”) between Cambridge Telephone Company (CTC), a LEC, and T-Mobile USA, Inc. (“T-Mobile”), a CMRS provider, has been executed pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. LEC and T-Mobile are also sometimes referred to herein as “Party” or, collectively, “Parties”.

T-Mobile operates in some states through one or more of its subsidiaries. To the extent that T-Mobile does operate in a particular state through its subsidiary, then the subsidiary listed in Appendix 2 will be included as T-Mobile and be a Party to this Agreement.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement shall cover traffic originated by one Party and terminated to the other Party without the direct interconnection of the Parties’ networks. This Agreement shall cover both Local Traffic and InterMTA Traffic as those terms are defined in this Agreement. Unless this Agreement is amended to include direct interconnection provisions, the termination of traffic under this Agreement will be accomplished via indirect interconnection, whereby one Party sends traffic to the other Party through the network of a third-party carrier.
2. **DEFINITIONS.** Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
 - 2.1. “Act” – the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the FCC or the Commission.
 - 2.2. “Commission” – Idaho Public Utilities Commission.
 - 2.3. “FCC” – Federal Communications Commission.
 - 2.4. “InterMTA Traffic” - InterMTA Traffic means traffic that, at the beginning of the call, originates with one Party in one MTA and terminates to the other Party in a different MTA.
 - 2.5. “Local Exchange Carrier (LEC)” – Local Exchange Carrier means a provider of local exchange telecommunications service.

- 2.6. "Local Traffic" – For purposes of compensation between the parties, Local Traffic means traffic that, at the beginning of the call, originates with one Party and terminates to the Party within the same MTA, regardless of whether the call is handed off to a third party
- 2.7. "Major Trading Area (MTA)" – Major Trading Area as defined in 47 C.F.R. § 24 of the FCC Rules and Regulations.
- 2.8 "Percent Local Usage" (PLU) is the ratio of the local minutes to the sum of local and interMTA minutes between the Parties.
3. **TRAFFIC EXCHANGE**. One Party may send traffic to the other Party by connecting its network to a third-party to transit traffic to the other Party. In such instances, the Party sending traffic to the other Party through the network of a third-party (transit provider) shall be responsible for establishing appropriate contractual relationships with the third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party.
4. **COMPENSATION**. Compensation for traffic originated by a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the calls as follows:
- 4.1. Local Traffic – The originating Party will compensate the other Party for Local Traffic terminated on the other Party's network based on the rates established in Appendix 1.
- 4.2. Both parties acknowledge and agree that currently only Local traffic is being exchanged between the Parties. If during the term of this Agreement it is determined based on traffic studies that T-Mobile is not utilizing an inter-exchange carrier to terminate InterMTA traffic, such traffic will be treated as Local traffic and billed at the reciprocal compensation rates established in this agreement.
5. **RECORD EXCHANGES AND BILLING**
- 5.1. The Party terminating traffic under this Agreement ("Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its switch(s). Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.
- 5.2. Either Party may obtain records or reports from the tandem operator summarizing traffic between the Parties. Alternatively, either Party may elect to measure actual terminating

traffic through its own equipment and utilize these measurements in place of the records or reports from the tandem operator. If T-Mobile is unable to determine the amount of land-to-mobile traffic it terminates from LEC, then T-Mobile will bill LEC using the Traffic Ratio Factors listed in Appendix 1.

- 5.3. The originating Party shall pay the Billing Party for all undisputed charges properly listed on the bill. Such payments are to be received within thirty (30) days from receipt of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 8% per annum or the maximum amount allowed by law. Neither Party shall bill the other Party for traffic that is more than ninety (90) days old.

All bills rendered by one Party to the other Party under this Agreement shall be sent to the following locations:

Cambridge Telephone Company (CTC)
Attn: Jerry Piper
130 N. Superior
Cambridge, Idaho 83610

T-Mobile USA, Inc.
Attn: Carrier Management
12920 Se 38th St
Bellevue, WA 98006

Both Parties acknowledge that the Operating Company Numbers ("OCNs") are critical in determining the requisite payments between the Parties. Both Parties have listed their OCN's in Appendix 1.

- 5.5. Payments made to Provider by T-Mobile will be issued through T-Mobile's electronic payment system, currently provided by the Xign Payment Services Network. Provider shall provide a point of contact and follow reasonable enrollment instructions provided by T-Mobile to enroll Provider in the electronic payment system and thereby receive payment due under this Agreement electronically.
- 5.6. The Parties shall be responsible for any applicable federal, state or local use, excise, or sales taxes, fees, or assessments in connection with the service furnished pursuant hereto, excluding any taxes based upon a Party's property, net income or gross receipts. The Billed Party shall pay all such amounts directly to the taxing authority unless the taxing authority requires that the Billing Party collect and remit payment, in which event the Billed Party shall pay said amounts to the Billing Party and the Billing Party shall remit such amounts to the authority. The Parties shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities. The Billed Party shall provide all information to the Billing Party of any exemption of sales, use or other tax claimed by the Billed Party and shall immediately notify the Billing Party of any change in the Billed Party's tax status.
- 5.7. The Parties agree to bill each other for Local Traffic as described in this Agreement unless the Local Traffic exchanged between the Parties is roughly balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Traffic exchanged, both directly and indirectly, equals or falls between 55% / 45% in

either direction. When the actual usage data for three (3) consecutive months indicates that the Local Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for all compensation for telecommunications traffic exchanged between the Parties. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned or delayed, there will be no billing for compensation or payments for telecommunications traffic on a going forward basis (i.e., bill and keep).

5.8. Calculations for the Reciprocal Compensation will be as follows:

Using the Cambridge mobile-to-land MOUs (Minutes of Use) to calculate the land-to-mobile MOUs, divide the mobile-to-land MOUs by 75% to arrive at 100% of the total traffic. The mobile-to-land minutes are then subtracted from the 100% value to arrive at the 25% land-to-mobile minutes. (Ex.: 100,000 MOUs are determined to be mobile-to-land. 100,000 is divided by 75% to arrive at 133,333 MOUs total traffic exchanged. 100,000 is then subtracted from 133,333 to arrive at the land-to-mobile MOUs of 33,333.)

In the event the Local Traffic terminated on the Parties' respective networks is de minimis such that the total minutes for which either Party is entitled to compensation is less than fifty thousand (50,000) minutes, the Parties agree to a net-billing arrangement using the Reciprocal Compensation for such values for calculations. Cambridge will prepare its bill in accordance with its existing CABS / SECABS billing system.

Cambridge will reflect in the monthly billing a deduction of what T-Mobile owes to Cambridge. From the example in section 5.8: Cambridge would bill T-Mobile for the 100,000 mobile-to-land MOUs. In the same invoice, Cambridge would reflect a credit for the 33,333 land-to-mobile MOUs and bill for the net minutes of 66,667.

Upon request by T-Mobile, Cambridge agrees to supply call detail records to substantiate any month's net bill. T-Mobile agrees to provide sixty (60) days notice to Cambridge if T-Mobile chooses to revise this net-billing arrangement.

6. DISPUTE RESOLUTION

6.1. Alternative to Litigation. Except for the enforcement of this Section 6, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.2. Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations be conducted by business

representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

6.3. Arbitration. Except as otherwise provided in Section 6.1 above, if negotiations fail to produce within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.

7. **CONFIDENTIAL INFORMATION**. The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought. The obligation of confidentiality and use with respect to confidential information disclosed by one Party to the other shall survive any termination of this Agreement for a period of one (1) year from the date of the initial disclosure. Notwithstanding, the obligation of confidentiality shall survive with respect to Customer Information as required by law or regulation.

8. **LIABILITY AND INDEMNIFICATION**

8.1. Liability and Indemnity. EACH PARTY ("INDEMNIFYING PARTY") HERETO AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY"), ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES (AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH AFFILIATES) FROM ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, EXPENSES, SUITS, OR OTHER ACTIONS, OR ANY LIABILITY

WHATSOEVER (INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES) SUFFERED BY THE INDEMNIFIED PARTY ARISING OUT OF OR IN CONNECTION WITH (I) ANY CLAIM INVOLVING AN ALLEGATION OF INVASION OF PRIVACY ARISING, DIRECTLY OR INDIRECTLY, FROM THE ACT OR OMISSION OF THE INDEMNIFYING PARTY; (II) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) ANY LOSS, DAMAGE, OR DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY THE INDEMNIFIED PARTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE INDEMNIFYING PARTY; (IV) ANY ACTUAL OR ALLEGED DEFAMATION, LIBEL, SLANDER, INTERFERENCE WITH OR MISAPPROPRIATION OF PROPRIETARY OR CREATIVE RIGHT, OR ANY OTHER INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF CONTENT TRANSMITTED BY THE INDEMNIFYING PARTY OR ITS END USERS.

8.2. **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8.3. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THE SAME ARISE OUT OF ANY BREACH OF AN INDEMNIFICATION OR CONFIDENTIALITY AGREEMENT OR OBLIGATION BETWEEN THE PARTIES, OR ARISE OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT OR SOFTWARE, OR THE LOSS OF USE OF SOFTWARE OR EQUIPMENT, OR ACCESSORIES ATTACHED THERETO, DELAY, ERROR, OR LOSS OF DATA DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, AND, EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

8.4. Intellectual Property. Neither Party shall have any obligation to defend, indemnify, or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

9. TERM AND TERMINATION.

9.1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twelve (12) months from the Effective Date and thereafter shall continue in effect for consecutive one (1) month terms until either Party gives the other Party at least thirty (30) calendar days written advance notice of termination. Where a notice of termination is given, T-Mobile may, prior to actual the termination date, give notice under Sections 251 and 252 of the Act of its desire to negotiate a successor agreement, in which case this Agreement shall continue in effect with the rate set forth in 47 CFR § 51.715(b)(3) until the earlier of the date when a new agreement becomes effective, or the date when all relevant time periods and extensions of such periods for negotiation and/or arbitration under the Act have passed with no new agreement having become effective.

9.2. Termination Upon Default. Either Party may terminate this Agreement in the event of a material default by the other Party, provided however that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

9.2.1. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

9.2.2. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

9.3. Liability Upon Termination. Termination of this Agreement for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

10. INDEPENDENT CONTRACTORS. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power, or authority to enter into any agreement for or on behalf of,

or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, the order(s) of the FCC construing and implementing the Act (including, but not limited to, First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of the State of Idaho, without giving effect to the conflicts of law provisions thereof.
12. **REGULATORY APPROVAL.** The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). In the event that any effective legislative, regulatory or judicial affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein. Also, if LEC enters into an agreement that is approved by the Commission, which provides for transport and termination of traffic within the State, LEC shall upon request of T-Mobile, if applicable, promptly make available to T-Mobile such arrangement upon the same rates, terms and conditions. Further, the Parties shall adjust compensation for the transport and termination of traffic in the event of Commission approved rates based on a cost study (performed consistently with then applicable FCC regulations relating to traffic) as a result of a rate decision by the Commission or as a result of arbitration involving one of the Parties. The effective date of the new rate will be the effective date of the Commission order.
13. **ENTIRE AGREEMENT.** This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.
14. **NOTICE.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated

below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to LEC:	With copy to:	If to T-Mobile:	With copy to:
Cambridge Telephone Company Attn: Jerry Piper 130 N. Superior Cambridge, Idaho 83610		T-Mobile USA, Inc. Attn: General Counsel 12920 Se 38 th St Bellevue, WA 98006	T-Mobile USA, Inc. Attn: Carrier Management 12920 Se 38 th St Bellevue, WA 98006

15. **FORCE MAJEURE.** The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war terrorist acts, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, and work interruptions not within the control of the non-performing Party.

16. **ASSIGNMENT.** No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and then only when such transfer or assignment can be accomplished without interruption of the use or location of Service. Notwithstanding the foregoing, and with written notice to the other Party, a Party may assign this Agreement to (a) any corporation resulting from any merger, consolidation or other reorganization involving the Party, (b) any individual or entity to which the Party may transfer substantially all of the assets and business of the Party, or (c) any entity that controls, is controlled by, or is under common control with the Party, or of which the Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

17. **Technical Requirements and Standards.**

17.1. **Transport and Termination of Traffic.** Each party is responsible for delivering (transiting) the telecommunications traffic to the terminating Party in a manner chosen by the originating Party provided only that no access charges are paid or received by either Party hereto with respect to Local Traffic. Such traffic includes that traffic which is delivered indirectly via a third-party switch. Upon receipt of telecommunications traffic originated by a party, the other party is responsible for transporting the telecommunications traffic within its network to the appropriate end office, MSC, or functionally equivalent facility, and terminating (or completing) the telecommunications traffic to an end user.

17.2. Other Types of Transited Traffic. In addition, LEC will, unless notified to the contrary by T-Mobile, pass Transited Traffic to and from T-Mobile and any third-party end office which subtends LEC's; provided that LEC shall have no obligation to pay, or right to collect termination compensation for such Transited Traffic.

17.3. Network Management and Maintenance. The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

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

For Cambridge Telephone Company:
Contact #: 1-208 257-3314
Facsimile #: 1-208-257-3310

For T-Mobile:
Contact #: (888) 662-4662
Facsimile #: (425) 378-4040

17.3.2. Before either Party reports a trouble condition, it must first use its reasonable efforts to identify the trouble as occurring on the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

17.4. Number Resources.

17.4.1. Number Assignment. Nothing in this Agreement shall be construed in any manner, limit, or otherwise adversely to impact either Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. "NANP" means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.

17.4.2. Rate Centers. LEC agrees that local dialing parity will be available to T-Mobile in accordance with the Act. Specifically, for purposes of appropriately applying LEC's toll tariff to its end user customers, RLEC will utilize Rate Centers published in the LERG for T-Mobile NPA-NXX codes. Calls to such NPA-NXXs will be rated no less favorably than calls by LEC customers to other NPA-NXXs with the same rate center.

17.4.3. Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.

17.4.4. Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

17.5. Common Channel Signaling ("CCS").

17.5.1. Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and IntraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate interoperability of CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

17.5.2. Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.

17.6. Nothing in this Agreement shall prohibit T-Mobile from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the T-Mobile brand name and license. Traffic originating on such extended networks shall be treated as T-Mobile traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "T-Mobile telecommunications traffic" when it originates on such extended network and terminates on LEC's network, and as "LEC telecommunications traffic" when it originates upon LEC's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

SIGNATURE PAGE

IN WITNESS THEREOF, each Party has executed this Agreement to be effective as of the Effective Date.

LEC



Signature

Jerry Piper

Name

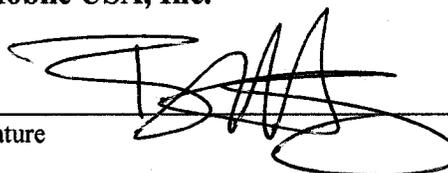
Operations Manager

Title

6-10-2009

Date

T-Mobile USA, Inc.



Signature

Bryan Fleming

Name

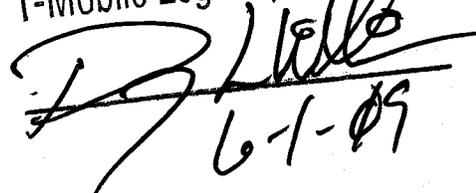
Director - Carrier Management

Title

6/3/09

Date

T-Mobile Legal Approval By:



6-1-09

APPENDIX 1

RATES FOR TERMINATION OF LOCAL TRAFFIC VIA INDIRECT INTERCONNECTION

Local Traffic Termination Rate \$0.015 per minute

Traffic Ratio Factor

Land-to-Mobile: 25%

Mobile-to-Land: 75%

LEC Operating Company Number(s)		T-Mobile Operating Company Numbers	
2215	Cambridge Telephone Company	150C	VoiceStream GSM I
		151C	VoiceStream GSM II
		152C	Powertel Memphis Licenses
		2964	Omnipoint Communications Midwest Operations
		365C	Powertel Kentucky Licenses
		4290	STPCS Joint Venture
		6513	Omnipoint Communications
		6529	T-Mobile USA
		6622	Omnipoint Communications New York
		6623	Omnipoint Communications New Jersey
		6624	Omnipoint Communications Connecticut
		6625	Omnipoint Communications Vermont
		6626	Omnipoint Communications Enterprises
		6701	Aerial Communications
		6817	Omnipoint Communications Delaware
		6846	D&E/Omnipoint Wireless Joint Venture
		6855	Omnipoint Communications CAP Operations
		6889	Omnipoint Miami E License
		6916	Eliska Wireless Ventures Subsidiary
		7471	Powertel
		7472	Powertel Jacksonville Licenses
		7473	Powertel Atlanta Licenses
		7474	Powertel Memphis Licenses
		7475	Powertel Birmingham Licenses
		7476	Powertel Nashville Licenses
		7477	Powertel Louisiana
		7478	Powertel Missouri
		7479	Powertel Arkansas

APPENDIX 2

T-MOBILE SUBSIDIARIES