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January 20, 2011

Via Hand Delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720-0074

RECEIVED
2011 JAN 20 AM 11:31
IDAHO PUBLIC
UTILITIES COMMISSION

Re: Case No. FRE-T-11-01
Application for Approval of Negotiated Agreement between Fremont Telcom Co. d/b/a FairPoint Communications and Allied Wireless Communications Corporation

Dear Ms. Jewell:

Enclosed for filing are an original and four copies of the Application for Approval of Negotiated Agreement between Fremont Telcom Co. d/b/a FairPoint Communications ("Fremont") and Allied Wireless Communications Corporation ("Allied"). Fremont respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval. Please conform and return extra copy provided for our records.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,



Michael C. Creamer

Enclosures
MCC:ch

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2011 JAN 20 AM 11:31

IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION FOR APPROVAL OF
NEGOTIATED AGREEMENT BETWEEN
FREMONT TELCOM CO. D/B/A
FAIRPOINT COMMUNICATIONS AND
ALLIED WIRELESS COMMUNICATIONS
CORPORATION

Case No.: FRE-T-11-01

**APPLICATION FOR APPROVAL OF
NEGOTIATED AGREEMENT**

1. Fremont Telcom Co. d/b/a FairPoint Communications (“Fremont”), through its attorneys Givens Pursley LLP, hereby files this Application for Approval of Negotiated Agreement (“Agreement”) between Fremont and Allied Wireless Communications Corporation (“Allied”). The Agreement is submitted herewith.

2. This Agreement was reached through voluntary negotiations between Fremont and Allied and is submitted for Commission review and approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

3. Section 252(e)(2) of the Telecommunications Act of 1996 directs that a state Commission may reject an agreement reached through voluntary negotiations if the Commission finds that: (1) the agreement discriminates against a telecommunications carrier not a party to

the agreement; or (2) the implementation of the agreement is not consistent with the public interest, convenience and necessity.

4. Fremont respectfully submits that the Agreement does not discriminate against any telecommunications carrier and is consistent the public interest, convenience and necessity, and therefore requests that the Commission approve this Agreement expeditiously. Approval of this Agreement will enable the parties to implement the Agreement and provide their respective customers with increased local telecommunications services choices.

5. The designated representative of each Party, for purposes of responding to inquiries in this matter is:

For Fremont Telcom Co. d/b/a FairPoint Communications:
Shirley J. Linn, General Counsel and Executive VP
FairPoint Communications
521 East Morehead Street, Suite 500
Charlotte, NC 28202

With copies to:
Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, Maine 04103

Michael C. Creamer
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701-2720

For Allied Wireless Communications Corporation:
Ken Borner, VP, Engineering and Operations
Allied Wireless Communications Corporation
1001 Technology Drive
Little Rock, Arkansas 72223

With a copy to:
Jeffrey Humiston
AWCC
1001 Technology Drive
Little Rock, Arkansas 72223

6. This Agreement does not affect the rights of non-parties and expeditious approval would further the public interest. Therefore, Fremont requests that the Commission approve this Agreement without a hearing.

DATED this 20th day of January, 2011.

A handwritten signature in black ink, appearing to read "Michael C. Creamer", written over a horizontal line.

Michael C. Creamer
Attorneys for Fremont Telecom Co.

CERTIFICATE OF SERVICE

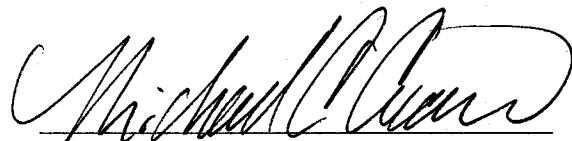
I hereby certify that on this 20th day of January 2011, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated.

Jean Jewell, Secretary	<input type="checkbox"/>	U.S. Mail
Idaho Public Utilities Commission	<input type="checkbox"/>	Facsimile
472 West Washington Street	<input type="checkbox"/>	Overnight Mail
P.O. Box 83720	<input checked="" type="checkbox"/>	Hand Delivery
Boise, ID 83720-0074	<input type="checkbox"/>	E-mail

Ken Borner, VP, Engineering and Operations	<input checked="" type="checkbox"/>	U.S. Mail
Allied Wireless Communications Corporation	<input type="checkbox"/>	Facsimile
1001 Technology Drive	<input type="checkbox"/>	Overnight Mail
Little Rock, Arkansas 72223	<input type="checkbox"/>	Hand Delivery
	<input type="checkbox"/>	E-mail

Jeffrey Humiston	<input checked="" type="checkbox"/>	U.S. Mail
Allied Wireless Communications Corporation	<input type="checkbox"/>	Facsimile
1001 Technology Drive	<input type="checkbox"/>	Overnight Mail
Little Rock, Arkansas 72223	<input type="checkbox"/>	Hand Delivery
	<input type="checkbox"/>	E-mail

Chris Barron	<input checked="" type="checkbox"/>	U.S. Mail
Director, State Affairs	<input type="checkbox"/>	Facsimile
FairPoint Communications	<input type="checkbox"/>	Overnight Mail
521 East Morehead Street, Suite 500	<input type="checkbox"/>	Hand Delivery
Charlotte, NC 28202	<input type="checkbox"/>	E-mail



Michael C. Creamer

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IDAHO PUBLIC
UTILITIES COMMISSION

**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT**

By and Between

Fremont Telcom Co. d/b/a FairPoint Communications

And

Allied Wireless Communications Corporation

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Allied Wireless and Fremont Telcom Co.
Idaho

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INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Allied Wireless and Fremont Telcom Co.
Idaho

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the 14th day of January 2011 (the "Effective Date"), by and between Fremont Telcom Co. d/b/a FairPoint Communications ("Fremont"), an Idaho corporation, with offices for notice c/o FairPoint Communications, Inc. at 521 E. Morehead Street, Suite 500, Charlotte, NC 28202 and Allied Wireless Communications Corporation, a Delaware corporation, for itself and its wireless affiliates ("AWCC") with a principal place of business at 1001 Technology Drive, Little Rock, AR 72223.

WHEREAS, AWCC is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Services ("CMRS"); and

WHEREAS, Fremont is a local exchange carrier holding a certificate of authority to provide local exchange telecommunications services in certain exchanges within the State of Idaho; and

WHEREAS, Fremont and AWCC exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below; and

WHEREAS, the parties intend this Agreement provide for the mutual exchange and reciprocal compensation of Traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996, and which is intended to supercede any previous arrangements between the Parties relating to such Traffic; and

WHEREAS, Fremont's entry into this Agreement does not waive its right to maintain that it is a rural company exempt from § 251(c) pursuant to § 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

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

1. Definitions

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

- 1.1. "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended.

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Allied Wireless and Fremont Telcom Co.
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- 1.2. **"Affiliate"** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).
- 1.3. **"Central Office Switch"** means an Fremont switch used to provide Telecommunications Services, including, but not limited to the following:
- (a) **"End Office Switch"** is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
- (b) **"Remote End Office Switch"** is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
- (c) **"Host Office Switch"** is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, transmission, and related functions including local switching.
- (d) **"Tandem Switch"** is a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.
- A Central Office Switch may also be employed as a combination of any or all of the above switch types.
- 1.4. **"Commercial Mobile Radio Services"** or **"CMRS"** has the meaning given to the term in the Part 20, FCC Rules
- 1.5. **"Commission"** means the Idaho Public Utilities Commission.
- 1.6. **"Direct Interconnection"** means either a one-way or two-way connection between the Fremont network and the AWCC network.
- 1.7. **"End User"** means, whether or not capitalized, any business, residential or governmental customer of services provided by a Party, and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Allied Wireless and Fremont Telcom Co.
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- 1.8. **"FCC"** means the Federal Communications Commission.
- 1.9. **"Interconnection"** has the meaning given the term in the Act and refers to the services, equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.
- 1.10. **"Interexchange Carrier"** or **"IXC"** means a carrier that provides or carries, directly or indirectly, toll Traffic.
- 1.11. **"InterMTA Traffic"** is Traffic that originates in one MTA and terminates in a different MTA.
- 1.12. **"Local Service Area"** means, for AWCC-originated traffic, all intraMTA traffic originating in Major Trading Area No. 36 (Salt Lake City) and for Fremont-originated traffic, its local calling area inclusive of Extended Area Service (EAS), Extended Local Calling (ELC), Metropolitan Calling Area (MCA) or similar expanded local calling areas that identify a rate center where the originating caller has local calling to any NPA-NXX in that rate center.
- 1.13. **"Local Exchange Carrier"** or **"LEC"** is as defined in the Act.
- 1.14. **"Location Routing Number"** or **"LRN"** is a ten digit routing number that identifies the terminating switch for a telephone number that has been ported.
- 1.15. **"Major Trading Area"** or **"MTA"** means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202(a).
- 1.16. **"Mobile Switching Center"** or **"MSC"** means AWCC facilities and related equipment that perform the switching for the routing of calls from and among its End Users and other Telecommunications Carrier networks. The MSC is also used to connect and switch trunk circuits within the AWCC network and between the AWCC network and the public switched telephone network.
- 1.17. **"N-1 Carrier"** means that carrier in the call routing process immediately preceding the terminating carrier and as further defined by the North American Numbering Council.
- 1.18. **"NPA"** or the **"Number Plan Area"** also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (*i.e.*, NPA/NXX-XXXX).
- 1.19. **"NXX"** means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
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Idaho

- 1.20. **"Party"** means either Fremont or AWCC, and **"Parties"** means Fremont and AWCC.
- 1.21. **"Point of Interconnection"** or **"POI"** means that technically feasible point of demarcation where the exchange of traffic between the Parties takes place. When the Parties are directly interconnected, the physical location where the networks of the two Parties are interconnected to exchange Telecommunications Traffic, and when the Parties are indirectly interconnected, the point where the network of the Third Party Provider the delivers the Traffic is interconnected with the terminating Party's network.
- 1.22. **"Rate Center"** means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.23. **"Reciprocal Compensation"** means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier's network of Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.24. **"Telecommunications"** means the transmission, between or among points specified by the End User, of information of the End User's choosing, without change in the form or content of the information as sent and received.
- 1.25. **"Telecommunications Carrier"** means any provider of Telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.26. **"Telecommunications Traffic"** or **"Traffic"** is Telecommunications that is originated and terminated between an ILEC and a CMRS provider within the same Major Trading Area (MTA), regardless of whether it is transported by a third party. Telecommunications Traffic includes Local Service Area Traffic and Transiting Traffic.
- 1.27. **"Termination"** means the switching of Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.28. **"Third Party Provider"** shall mean any facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, or competitive local exchange carriers that carry Transiting Traffic. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS service.

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

2. **Interpretation and Construction**

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

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

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

3. **Scope**

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

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

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
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Idaho

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

- 3.1 Each Party's NPA/NXXs and network routing information are listed in Telcordia's Local Exchange Routing Guide ("LERG"). The Operating Company Number ("OCN") for each Party in the State of Idaho are:
 - 3.1.1 AWCC OCNs: 119G and 5736
 - 3.1.2 Fremont OCN: 2222
- 3.2 The Parties have not addressed the basis for intercarrier compensation relating to enhanced services and Internet traffic. The Parties agree that such traffic between them, if any, is presently *de minimis*. If a Party has reason to believe that enhanced service and Internet traffic is not *de minimis*, that Party may reopen negotiations to determine an appropriate method for identifying, transporting, and determining the compensation for such traffic. If the Parties are unable to reach agreement, the matter shall be resolved using the arbitration procedures under the Act.
- 3.3 The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic.
- 3.4 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4. Interconnection Methods and Facilities

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

- 4.1. Indirect Method of Interconnection. Either Party may choose to deliver traffic from its network through a Third Party Provider and thus be indirectly connected with the other Party for the delivery of Traffic originated on its network.
 - 4.1.1. When traffic is indirectly exchanged *via* an originating Party's use of one or more Third Party Providers, the originating Party shall be responsible for the cost to deliver that Party's originated Traffic to the point where the terminating Party's network interconnects with the network of the carrier that delivers the Traffic to the terminating Party.
 - 4.1.2. Each Party is individually responsible for negotiating their own agreements with any Third Party Provider.

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
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- 4.2. Direct Interconnection.
- 4.2.1. Direct Interconnection facilities provide a trunk side connection between the Parties' networks. AWCC will have the option to establish access *via* a single Direct Interconnection POI for termination of all Traffic to Fremont's network.
- 4.2.2. Upon mutual agreement of the Parties, Direct Interconnection facilities may be either One-Way or Two-Way facilities.
- 4.2.3. Where the total Telecommunications Traffic exchanged between AWCC and Fremont's specific End Office Switch exceeds 400,000 total minutes of use per month in both directions for three consecutive months, either Party may request an amendment to establish a direct interconnection. For direct interconnection, the POI shall be at any technically feasible point on Fremont's network. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.
- 4.3. Facility Locations. AWCC may directly connect with Fremont's network at any technically feasible point within Fremont's network. The Parties acknowledge for purposes of this requirement that the technically feasible points of Direct Interconnection include any meet point location at the service territory boundary of Fremont, a meet point location within the service territory boundary of Fremont, or another meet point location mutually agreed upon by the Parties.
- 4.3.1. AWCC will accept 100 percent (100%) of the financial responsibility to deliver its originated traffic to and receive Fremont-originated traffic from a Direct Interconnection POI.
- 4.3.2. Fremont will accept 100 percent (100%) of the financial responsibility to deliver its originated traffic to and receive AWCC-originated traffic from a Direct Interconnection POI.
- 4.4. Additional Direct Interconnection Methods Available to AWCC. AWCC may provide its own facilities and transport for the delivery of traffic from its network to a POI within Fremont's network. Alternatively, AWCC may purchase direct trunked transport from a Third Party Provider or from Fremont for the delivery of such traffic.
- 4.5. Technical Requirements and Standards. Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
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Idaho

itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.

4.6. Impairment of Service.

4.6.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public ("Impairment of Service").

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

5. Routing of Traffic, Dialing Parity and N-1 Carrier Obligations

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

Indirect Connection via a Third Party Provider. As an alternative to routing Local Traffic covered by this agreement through a Direct Interconnection, either Party may choose to route traffic from its network through a Third Party Provider to the terminating Party's POI with the Third Party Provider.

Mobile to Land Traffic – Direct Interconnection. If Direct Interconnection is established, AWCC shall be responsible for the delivery of Traffic from its network to the appropriate Point of Interconnection with Fremont's network for the Transport and Termination of such traffic by Fremont to one of its End Users.

5.1. Land to Mobile Traffic – Direct Interconnection.

5.1.1. If Direct Interconnection is established, Fremont shall be responsible for the delivery of traffic from its End Users connected to its network to the appropriate Point of Interconnection with AWCC's network for the Transport and Termination of such traffic by AWCC to an End User.

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Allied Wireless and Fremont Telcom Co.
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- 5.1.2. If Direct Interconnection is established, Fremont shall deliver all originating Local Service Area traffic bound for AWCC to the direct connection(s).
- 5.2. Dialing Parity and N-1 Carrier Obligations. Both Parties agree to adhere to dialing parity obligations including 'N-1 carrier' database query and routing obligations.
- 5.2.1. For any NPA-NXX line numbers assigned to AWCC that have a rate center associated with a Local, EAS, ELC, MCA exchange or similar program, Fremont will route all land-to-mobile traffic to AWCC utilizing End User dialing patterns undifferentiated from those provided to any carrier's number assigned to the same rate center.
- 5.2.2. Each Party will ensure that number portability database queries are performed on all calls routed *via* Direct Interconnection.

6. Compensation

The Parties agree to the rates referenced in Attachment A for the services to be provided pursuant to this Agreement.

- 6.1. Local Telecommunications Traffic. The Parties shall reciprocally and symmetrically compensate one another for IntraMTA Traffic at the rates set forth in Attachment A, Sections B and D.
- 6.2. InterMTA Traffic. The Parties contemplate that they may exchange incidental volumes of InterMTA Traffic under this Agreement. The Parties agree that InterMTA traffic between them, if any, is presently *de minimus*.
- 6.3. Fremont Provided Direct Interconnection Facilities. AWCC may utilize or the Parties may share Fremont provided interconnection facilities pursuant to a request from AWCC under Section 4.4. Fremont provided interconnection facilities will be priced at the rates specified in Fremont's Interstate Access Service Tariff. To the extent such two-way interconnection facilities are provided by Fremont, charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Attachment A, Section D. In the event that AWCC requests and the Parties establish Direct Interconnection under Section 4.3, neither Party will charge the other for Direct Interconnection Facilities.
- 6.4. Traffic Balance Threshold. When either party's actual usage data for three (3) consecutive months is determined to be within plus or minus five (5) percentage points of fifty (50) percent of the Traffic originated by both parties (*i.e.*, within 45% to 55% of total two-way traffic), then either Party may provide the other Party a written request, along with verifiable information supporting such request,

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
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to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing and all Traffic will be compensated using bill and keep, such that neither party shall bill the other pursuant to Attachment A, Sections B, D, and E.

7. Billing and Payment

- 7.1. The Parties shall bill each other on a monthly basis for the services provided under this Agreement in accordance with the rates and charges set forth in Section 5 and Attachment A.
- 7.2. Each Party will only charge the other Party for actual usage, except that AWCC will be relieved of this obligation if the Parties mutually agree to a Reciprocal Compensation Credit method of billing.
- 7.3. In the event actual detailed billing records are not available (e.g. if traffic is routed *via* a Third Party Provider), summary billing reports may be utilized subject to detailed traffic validation upon request from AWCC.
- 7.4. Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first.
- 7.5. Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each Interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.
- 7.6. Each Party shall include sufficient detail of MOUs on its invoices to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.
- 7.7. The Parties shall pay invoiced amounts within forty-five (45) days of receipt of the invoice. For invoices not paid when due, late payment charges will be assessed on the past due balance, until paid, at a rate equal to 12% per annum, except as provided in Section 7.14.
- 7.8. In the event the Traffic terminated on the Parties' respective networks is at or below 10,000 minutes per month, the Traffic shall be considered *de minimus*. The Parties agree that the only compensation for such *de minimus* Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party.
- 7.9. Both Parties may mutually agree to use a Reciprocal Compensation Credit in lieu of submitting invoices to each other for Reciprocal Compensation.

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
Allied Wireless and Fremont Telecom Co.
Idaho

- 7.9.1. Either Party shall provide the other Party not less than sixty (60) days prior written notice when changing its election to use actual recorded MOU to bill Fremont rather than receive the Reciprocal Compensation Credit. In such event, AWCC will be then responsible for measuring the monthly Telecommunications Traffic, measured by minutes of use, terminating into its network from Fremont's network and shall bill Fremont on a going forward basis using the rates set forth in Attachment A.
- 7.9.2. The Reciprocal Compensation Credit amount shall be determined by Fremont monthly, and reflected on the Fremont invoice to AWCC as a credit against the amounts due and payable from AWCC to Fremont.
- 7.9.3. The reciprocal compensation credit will be calculated as follows: Divide the total number of monthly measured minutes of use originated by AWCC and terminated on Fremont's network by the Mobile to Land Traffic Factor. The total calculation will then be multiplied by the Land to Mobile Traffic Factor to arrive at the total minutes of use terminated on AWCC's network per month. This monthly total will be multiplied by the rates set forth in Section 6.1 to obtain the Reciprocal Compensation Credit for the month. For example, Fremont determines that 10,000 minutes of AWCC originated Traffic has been delivered to it in a given billing period: The Parties will assume that 4,706 minutes of land originated calls were delivered by Fremont to AWCC for termination (10,000/.68 multiplied by .32).
- 7.9.4. It is agreed that the Traffic Factors set forth on Attachment A Section 3 represent a reasonable estimate of the ratio of Traffic originated and terminated by the Parties, considering the anticipated mix of Traffic routed between the parties. Either Party may, at its option, request modification of the Factors, on a going forward basis, based on the results of a traffic study conducted for Traffic originated by or terminating to the Party's End Users. These factors may be modified, but no more than once annually. If the Parties are unable to reach agreement for modification of the Land to Mobile Factor, either Party may request resolution of the dispute pursuant to Section 35 of this Agreement.
- 7.10. Taxes. The Party collecting revenue shall be responsible for collecting, reporting and remitting all appropriate taxes associated therewith. Fremont is responsible for taxes on Fremont revenues and AWCC is responsible for taxes on AWCC revenues whether or not shown as a credit on the Fremont invoice to AWCC.
- 7.11. Billing notices. All bill rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

