

Zsuzsanna E. Benedek

Associate General Counsel 240 North Third Street, Ste. 300 Harrisburg, PA 17101 Telephone: 717.245.6346 Fax: 717.236.1389 sue.benedek@centurylink.com

April 7, 2015

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2nd Floor Harrisburg, PA 17120

> Re: Commercial Mobile Radio Services Interconnection Agreement between New Cingular Wireless PCS, LLC and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Docket No. A-2015-

Dear Secretary Chiavetta:

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink") submits this Letter for Approval for filing an executed, <u>true and correct</u> Commercial Mobile Radio Services Interconnection Agreement between New Cingular Wireless PCS, LLC ("New Cingular") and CenturyLink. A complete copy of this filing is simultaneously served via first class mail upon persons listed as proper recipients of notices to and on behalf of New Cingular.

If you have any questions, please do not hesitate to contact me.

Sincerely, Herebele

Sue Benedek

ZEB/jh Enclosures cc: David Handal (on behalf of New Cingular)



COMMERCIAL MOBILE RADIO SERVICES (CMRS) INTERCONNECTION AGREEMENT

New Cingular Wireless PCS, LLC

and

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

TABLE OF CONTENTS

PART	A – DEFINITIONS	1
1.	Defined terms	
PART	B – GENERAL TERMS AND CONDITIONS	6
2.	Scope of this Agreement	6
3.	Regulatory Approvals	
4.	Effective Date, Term and Termination	7
5.	Audits and Examinations	9
6.	Intellectual Property Rights	10
7.	Limitation of Liability	10
8.	Indemnification	
9.	Confidentiality and Publicity	11
10.	Warranties	12
11.	Assignment and Subcontract	12
12.	Governing Law	
13.	Relationship of Parties	
14.	No Third Party Beneficiaries	13
15.	Notices	13
16.	Waivers	13
17.	Survival	14
18	Force Majeure	
19.	Dispute Resolution Procedures	
20.	Cooperation on Fraud	
21.	Taxes	
22.	Amendments and Modifications	
23.	Severability	
24.	Headings Not Controlling	
25.	Entire Agreement	
26.	Counterparts	
27.	Successors and Assigns	
28.	Implementation	
29.	Security Deposit	
	C – INTERCONNECTION AND INTERCARRIER COMPENSATION	
	Interconnection	
31.	Network Interconnection Methods for Direct Interconnection	
32.	Exchange of Traffic	
33.	Types of Traffic and Services	
34.	Compensation	
35.	Charges and Payment	
36.	Billing	
	D – NETWORK MAINTENANCE AND MANAGEMENT	
37.	General Requirements	
38.	Restoration of Service in the Event of Outages	
39.	Service Projections	29

March 6, 2015/kjc/New Cingular/ CMRS/PA (v1-7-13)

30
30
.31
31
32
32
33

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between New Cingular Wireless PCS, LLC ("Carrier"), and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink"), hereinafter collectively, "the Parties".

WHEREAS The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink") is the successor in interest to The United Telephone Company of Pennsylvania, LLC d/b/a Sprint,; and

WHEREAS, New Cingular Wireless PCS, LLC is the successor in interest to AT&T Wireless Services, Inc. and Dobson Cellular Systems, Inc., Sygnet Communications, Inc., and American Cellular Corporation which entered into Commercial Mobile Radio Services Interconnection Agreements with The United Telephone Company of Pennsylvania, LLC d/b/a Sprint for service in the state of Pennsylvania; and

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined in this Agreement) between CenturyLink and Carrier; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Pennsylvania Public Utility Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Pennsylvania;

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Carrier and CenturyLink hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1 Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined in this Agreement 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 which are not defined or ascribed as stated above. The meaning of those terms shall be their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934, as amended.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1 Directory Assistance;
 - 1.4.2 911/E911;
 - 1.4.3 Operator call termination (busy line interrupt and verify); and
 - 1.4.4 Information services requiring special billing (e.g., 900 and 950).
- 1.5 "Bill and Keep" means the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.6 "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

1.7 "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:

1.7.1 "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.

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

1.7.3 "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

1.7.4 "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

- 1.8 "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 CFR §20.3.
- 1.9 "Common Transport" means a local interoffice transmission path between a third party Tandem Switch and a CenturyLink End Office Switch. Common transport is shared between multiple customers.
- 1.10 "Direct Trunked Transport" ("DTT"): A DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CMRS's Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.
- 1.11 "Effective Date" is the date referenced in Section 4 of the Agreement, unless otherwise required by the Commission.
- 1.12 "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.13 "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.
- 1.14 "Electronic Interfaces" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.15 "FCC" means the Federal Communications Commission.
- 1.16 "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 CFR §69.601(b) of the FCC's regulations.
- 1.17 "Interconnection" is as defined in 47 CFR §51.5.
- 1.18 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.19 "InterMTA Traffic" For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between CenturyLink and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the central office that serves the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.

- 1.20 "IntraLATA Toll Traffic" means landline-to-landline telecommunications traffic as defined in accordance with CenturyLink's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.21 "Local Interconnection Entrance Facility" is a DS1 or DS3 facility that extends from CMRS's Switch location or other CMRS Premises to the Point of Interconnection with CenturyLink Serving Wire Center for that CMRS Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.
- 1.22 "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24. 202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user. This shall not affect CenturyLink's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.
- 1.23 "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under §251(b)(5) as defined in 47 CFR §24.202(a).
- 1.24 "Mid-Span Fiber Meet" is an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of §§251(c)(2) and 251(c)(3) remains on CenturyLink's network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CMRS switch or other equipment located within the area served by the CenturyLink Serving Wire Center
- 1.25 "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"). The MECAB document, published by ATIS (0401004-00XX), contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.26 "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS (0404120-00XX), contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.27 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique tendigit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.28 "Numbering Plan Area" ("NPA" sometimes referred to as an area code) means the threedigit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 8YY possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.29 "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.30 "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.31 "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services.
- 1.32 "Point of Interconnection" (POI)- A point on CenturyLink's network where the Parties deliver interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is financially responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CMRS and CenturyLink for the Interconnection of their respective networks. This definition does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.
- 1.33 "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.34 "Serving Wire Center" ("SWC") denotes the CenturyLink building from which dial tone for local exchange service would normally be provided to a particular end user customer premises.
- 1.35 "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the 'Tandem Switch') including but not limited to CARRIER, CenturyLink, independent telephone companies, and wireless Carriers.
- 1.36 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.37 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.38 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 USC 153, Section 3.
- 1.39 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.40 "Transit Service" means the delivery of Transit Traffic.
- 1.41 "Transit Traffic" means traffic that is originated by Carrier, transited through CenturyLink, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through CenturyLink, and terminated on Carrier's network.
- 1.42 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central

office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.43 "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1 This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth in this Agreement address the exchange of traffic between Carrier and CenturyLink. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

2.2 Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2.3 CenturyLink shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations (CFR). CenturyLink may discontinue any Interconnection arrangement, Telecommunications Service, or provided or required hereunder due to network changes or upgrades after providing Carrier notice as required by this section. CenturyLink will cooperate with Carrier and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service. CenturyLink may not use this section to deny CMRS the right to interconnect with CenturyLink and exchange traffic with CenturyLink's end users.

2.4 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink's Tariffs, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or CMRS's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. To the extent another document attempts to abridge or expand the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

3. **REGULATORY APPROVALS**

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. CenturyLink and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

3.3 Section 3.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

3.4 Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, CenturyLink is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to Carrier under this Agreement, then CenturyLink may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to Carrier. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering and CenturyLink will not provide new Discontinued Arrangements.

3.5 Additional services, beyond those specified in this Agreement, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

4. EFFECTIVE DATE, TERM AND TERMINATION

4.1 Effective Date. This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

4.1.1 Notwithstanding the above, the initiation of a new CMRS account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CMRS has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

4.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

4.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CMRS. Inactivity is defined as CMRS's failure, as required in this Agreement, to initiate the required pre-ordering activities, CMRS's failure to submit any orders, or CMRS's failure to originate or terminate any Local Traffic.

4.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.

4.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 4.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new interconnection agreement, such notice shall constitute a bona fide request to negotiate a replacement agreement for interconnection, services or network elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CMRS and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated above expires, then CenturyLink and CMRS may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 4.3. Should the Parties not agree to continue to operate under the terms set forth herein, then the provisions of Section 4.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 4.6 or Section 4.7.

4.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 4.3 and, by 11:59 p.m. Central Time on the stated date of termination, and neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

4.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as the nondefaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. Following CenturyLink's notice to CMRS of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.

4.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

4.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

- 4.9 Predecessor Agreements.
 - 4.9.1 Except as stated in Section 4.9.2 or as otherwise agreed in writing by the Parties.

a. any prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

4.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

4.9.3 If either Party elects to cancel the service commitment pursuant to the provision in Section 4.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

5. AUDITS AND EXAMINATIONS

5.1 "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per twelve (12) month period commencing with the Effective Date.

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

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

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

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

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

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

6.2 CenturyLink will use its best efforts to obtain for Carrier, under commercially reasonable terms, Intellectual Property rights to each interconnection arrangement or Telecommunications Service necessary for Carrier to use such arrangement or service in the same manner as CenturyLink.

6.3 CenturyLink shall have no obligations to attempt to obtain for Carrier any Intellectual Property right(s) that would permit Carrier to use any interconnection arrangement or Telecommunications Service in a different manner than used by CenturyLink.

6.4 All costs associated with the extension of Intellectual Property rights to Carrier pursuant to Section 6, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the interconnection arrangement or Telecommunications Service to which the Intellectual Property rights relate and apportioned to all requesting carriers using that interconnection arrangement or Telecommunications Service including CenturyLink.

6.5 CenturyLink hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection arrangement or Telecommunications Service furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with interconnection arrangement or Telecommunications Service are vendor licenses and warranties and are a part of the Intellectual Property rights CenturyLink agrees in Section 6.2 to use its best efforts to obtain.

7. LIMITATION OF LIABILITY

7.1 Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, except that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

7.2 Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.

7.3 Notwithstanding the foregoing, in no event shall CenturyLink's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

7.4 The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties, nor shall the foregoing limit a Party's obligation to pay amounts due under this Agreement.

8. INDEMNIFICATION

8.1 Each Party will defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligent or willful misconduct or omission of the indemnifying Party.

8.2 Carrier shall defend, indemnify and hold harmless CenturyLink from all claims by Carrier's subscribers for any negligent or willful misconduct or omission caused by carrier relating to or resulting from claims/services provided under this Agreement.

8.3 CenturyLink shall defend, indemnify and hold harmless Carrier from all claims by CenturyLink's subscribers for any negligent or willful misconduct or omission caused by carrier relating to or resulting from claims/services provided under this Agreement.

8.4 The indemnifying Party will defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand as set forth in this section 8.

8.5 The indemnified Party will notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.7 When the lines or services of other companies 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.

9. CONFIDENTIALITY AND PUBLICITY

9.1 All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

9.2 For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

9.3 Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which

becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

9.4 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

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

9.6 Except as otherwise expressly provided in this Section 9, nothing in this Agreement limits the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

10. WARRANTIES

10.1 Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

11.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, the successor shall be responsible for the performance of and liability for those obligations and duties to which it is succeeding. Thereafter, the successor shall be deemed Carrier or CenturyLink and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

11.2 Except as provided in this Section 11, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

13. RELATIONSHIP OF PARTIES

13.1 It is the intention of the Parties that each shall be an independent contractor and nothing contained in this Agreement shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. NO THIRD PARTY BENEFICIARIES

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

15. NOTICES

15.1 Except as otherwise provided in this Agreement, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered.

If to **CMRS:

New Cingular Wireless PCS, LLC 1 AT&T Way, Room 4A105 Bedminster, NJ 07921 Attn: Director Financial Analysis Phone: 908-234-3707 Email: dh6491@att.com

With copy to:

AT&T Services, Inc Legal Department 208 S. Akard Street, Room 3135 Dallas, TX 75202 Attn: Interconnection Agreement Counsel Phone: 214-757-3418

If to CenturyLink:

CenturyLink Director Wholesale Contracts 930 15th Street 6th Floor Denver, CO 80202 Phone: 303-672-2879 Email: intagree@centurylink.com

With copy to:

CenturyLink Legal Department Wholesale Interconnection 1801 California Street, 9th Floor Denver, CO 80202 Phone: 303-383-6553 Email: Legal.Interconnection@centurylink.com

15.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16. WAIVERS

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

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

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

17. SURVIVAL

17.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 4,5, 6, 7, 8, 9, 10, 20, and 22.

18 FORCE MAJEURE

18.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

19. DISPUTE RESOLUTION PROCEDURES

19.1 Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

19.1.1 A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

19.1.2 The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

19.1.3 If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

19.1.4 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute.

19.1.5 Each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

19.1.6 During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

19.1.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process.

20. COOPERATION ON FRAUD

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

21. TAXES

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

21.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

21.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required by applicable law to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

21.2.2 Taxes and fees imposed on the purchasing Party, which are not required by applicable law to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

21.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

21.3.1 Taxes and fees imposed by applicable law on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

21.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing with regard to taxes and fees imposed directly on the purchasing party, (i) the purchasing Party shall remain liable to the extent of applicable

law for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed and (ii) providing Party shall be liable for any interest or penalty assessed thereon with respect to such uncollected Tax by a taxing authority.

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

21.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

21.5 With regard to any taxes not billed due to the certification by purchasing Party under Section 21.3.3, herein, if it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

21.5.1 Notwithstanding any provision to the contrary, with regard to taxes and fees that the providing Party has refrained from billing under the certification procedure of Section 21.5.2 herein the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

21.5.3 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

21.6 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

21.6.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party when billed to the purchasing party contemporaneously with the applicable Services subject to such taxes or fees.

21.6.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

21.6.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, where providing Party wishes to contest a tax or fee that it is ultimately responsible for paying under this agreement and for which the purchasing Party has indemnified the providing Party as provided in Section 21.6.6, the

providing Party shall not unreasonably withhold its cooperation in contesting such tax or fee. Any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

21.6.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

21.6.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority resulting from such a claim or contest, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

21.6.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

21.6.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

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

22. AMENDMENTS AND MODIFICATIONS

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

23. SEVERABILITY

23.1 Subject to Section 3 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24. HEADINGS NOT CONTROLLING

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

25. ENTIRE AGREEMENT

25.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced in this Agreement, 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.

26. COUNTERPARTS

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

27. SUCCESSORS AND ASSIGNS

27.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. IMPLEMENTATION

28.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29. SECURITY DEPOSIT

29.1 CenturyLink reserves the right to secure the account with a suitable form of security deposit in the form and amounts set forth herein.

29.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.

29.3 If a security deposit is required on a new account, the security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

29.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.

29.5 The fact that a security deposit has been made in no way relieves Carrier from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.

29.6 CenturyLink may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in breach of the Agreement.

29.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to Carrier pursuant to this Agreement or in connection with any other services provided to Carrier by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

29.7.1 when Carrier's undisputed balances due to CenturyLink are more than thirty (30) days past due; or

29.7.2 when Carrier files for protection under the bankruptcy laws; or

29.7.3 when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) days; or

29.7.4 when this Agreement expires or terminates; or

29.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or

29.7.6 Carrier fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to CenturyLink hereunder.

29.8 If any security deposit held by CenturyLink is applied as a credit toward payment of Carrier's balances due to CenturyLink, then CenturyLink may require the Carrier to provide a new deposit. If payment of the new deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in breach of the Agreement.

29.9 Any 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. No interest will accrue or be paid on deposits.

29.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:

29.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If Carrier proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then Carrier must obtain the prior written approval of CenturyLink to use such bank as the Letter of Credit Bank.

29.10.2 The letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.

29.10.3 If Carrier receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Carrier shall promptly notify CenturyLink of such notice of non-renewal. Not later than 10 business days prior to the expiration of the letter of credit, Carrier shall provide CenturyLink a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to CenturyLink). If Carrier provides a replacement letter of credit not later than 10 business days prior to the expiration of the existing letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to Carrier.

29.10.4 If Carrier desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 29.

PART C – INTERCONNECTION AND INTERCARRIER COMPENSATION

30. INTERCONNECTION

30.1 Points of Interconnection (POIs)

30.1.1 CMRS must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement. CMRS shall establish additional POIs under the following circumstances:

a. CMRS must establish a POI at each CTL Tandem Switch or order and pay for Local Interconnection Entrance Facility and Direct Trunk Transport to all other tandems in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 30 with CenturyLink or where it has established codes within that tandem serving area. Nothing in this paragraph shall require the Parties to modify their current interconnection arrangements and new POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties, except for new POI's or Direct Trunk Transport where required for the Parties to route traffic according to LERG.

b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch or a non-CenturyLink Tandem, CMRS must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 30.1.2. Except for the threshold established in Section 30.1.2.a, nothing in this paragraph shall require the Parties to modify their current interconnection arrangements and New POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties, except for the threshold requirements of Sections 30.1.2.a.

c. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CMRS must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under section 30 with CenturyLink.

30.1.2 POI Thresholds

a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CMRS must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from the host End Office.

b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed five hundred dollars (\$500.00) for one month, CLEC must establish a POI or order DTT pursuant to Section 34.7.1 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days notification from CenturyLink.

30.2 Interconnection Facilities

30.2.1 Each Party is financially responsible for transport on its side of each POI. If CMRS chooses to lease the facility from each POI to CMRS's network from CenturyLink and the facility is within CenturyLink's serving territory, CMRS will lease the facility from CenturyLink as defined in section 31. This does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.

31. NETWORK INTERCONNECTION METHODS FOR DIRECT INTERCONNECTION

31.1 Leased Facility

31.1.1 Where facilities exist, CMRS may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CMRS's Switch or other CMRS Premises within CenturyLink's serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for interconnection with Unbundled Network Elements, or in a manner inconsistent with the requirements in section 30. CenturyLink's special access service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 34.7.1.2. when CMRS uses such special access service for multiple services. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink Local Interconnection Entrance Facilities, subject to 34.7.1.3. CMRS may also lease access facilities from a third party.

31.2 Mid Span Fiber Meet.

31.2.1 The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CMRS's Premises, and will be within the CenturyLink Local Calling Area.

2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.

3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties, or to CenturyLink's exchange boundary, whichever is less.

5. CMRS shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.

31.3 Third Party ILEC Meet Point using Leased Facilities. If CMRS chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased access facilities

jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.

31.4 Self-Provisioned. CMRS may construct or otherwise self-provision Interconnection Facilities.

31.5 Interconnection to CenturyLink is possible with the following types of interconnection:

31.5.1 Type 1 Interconnection. If Carrier has existing Type 1 Interconnections, CenturyLink will permit the existing Type 1 interconnections to continue under the following terms. No new Type 1 Interconnections will be provisioned and no existing Type 1 connections will be expanded. Type 1 Interconnection is a trunk connection with line treatment at an End Office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multi-frequency (MF) address pulsing and supervision only. For M-L traffic, the wireless carrier will get access to valid NXXs that terminate to end users that are assigned to the End Office that sub-tends the tandem of which the end office where the Type-1 interconnection is established or NXXs that terminate to any End Office that sub-tends. All traffic that falls within the above mentioned calling scope will be treated as local traffic and the Type-1 composite rate will apply. Any traffic that goes beyond the above mentioned calling scope must be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.

(a) If Carrier's M-L Type 1 call routing does not comply with this agreement, an additional charge may apply to compensate CenturyLink for additional network costs to terminate traffic outside the local calling scope of a Type 1 interconnection.

(b) In addition, Carrier will be responsible for any charges, including any access charges, which are billed to CenturyLink by third parties. For Type 1 interconnections, when a third party carrier submits an order to port a number from Carrier to the third party or when Carrier submits an order to port a number to Carrier, the Translations Rearrangement Charge will apply.

(c) CenturyLink will work with Carrier to migrate Carrier's Type 1 Interconnection and associated directory numbers to a Type 2 interconnection.

31.5.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a CenturyLink Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.5.2.1 CMRS is responsible for ordering facilities and trunks for its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CMRS orders CenturyLink Interconnection Facilities for this, the CMRS shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CMRS orders CenturyLink's applicable access tariff instead of Table 1.

31.5.3 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a CenturyLink End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid CenturyLink NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.5.3.1 CMRS is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CMRS orders CenturyLink Interconnection Facilities for this, the CMRS shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CMRS orders CenturyLink's access services for this, the CMRS shall pay based on CenturyLink's applicable access tariff instead of Table 1.

31.5.3.2 Nothing in this section is intended to change the requirements of 30.1.1.b.

31.5.4 Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a CenturyLink 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

31.5.5 Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an operator services system switch that provides access to operator services call processing capabilities.

31.6 Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunks will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

31.7 The Parties will utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between CenturyLink and Carrier to establish, add, change or disconnect trunks shall be processed by utilizing the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.

31.8 Establishing a Rate Center

31.8.1 When CenturyLink delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center is served by the same access Tandem Switch.

31.8.2 Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.

31.8.3 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers.

31.8.4 Nothing in this Agreement shall be construed to mean that CenturyLink agrees that a fixed wireless network architecture is entitled to interconnection rights as a CMRS carrier, nor shall anything be construed to mean that Carrier agrees with CenturyLink's position.

31.9 For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from Carrier will be processed.

32. EXCHANGE OF TRAFFIC

32.1 When traffic is not segregated according to traffic types, the Parties will use an InterMTA traffic factor and a Percent Interstate Usage factor ("PIU") to estimate the amount of traffic that is InterMTA.

32.1.1 The InterMTA factor accounts for both Carrier-originated and Carrier-terminated traffic that crosses the MTA boundary and traverses the local interconnection trunks. The InterMTA traffic factors and the PIU factor shall be based on traffic studies and the PIU shall be applied only on minutes of use originating from CenturyLink to Carrier, and the PIU factor shall be 43.06%, such that 43.06% of the InterMTA traffic shall be treated as interstate, and 56.94% (100%-43.06%) shall be treated as intrastate. The factors are shown in Table One.

32.2 For interMTA traffic crossing local interconnection trunks, CenturyLink will bill Carrier as follows:

32.2.1 Carrier's wireless-originated traffic crossing local interconnection trunks deemed interMTA will be billed at CenturyLink's applicable interstate terminating access rate. This factor is shown in Table One. There will be no factors for interstate/intrastate usage.

32.2.2 CenturyLink-originated traffic crossing local trunks deemed interMTA will be billed at CenturyLink's applicable originating access rate. Of the traffic deemed interMTA, the percent deemed interstate, and the percent deemed intrastate are reflected as a PIU factor shown in Table One. CenturyLink will use SS7 records to determine its originating traffic routed on local trunks.

32.2.3 CenturyLink will pay no compensation to Carrier for interMTA traffic.

32.2.4 No reciprocal compensation will be paid by CenturyLink to Carrier for interMTA traffic. CenturyLink may bill Carrier switched access tariffed rates for this traffic in accordance with 32.2.2.

32.2.5 At any time after the Effective Date, the Parties may conduct a state-specific traffic study, and shall agree on the number of) days of traffic information for the study, to determine an updated InterMTA traffic percentages and/or PIU, the results of which will be used going forward upon amendment to this Agreement by the Parties; provided, however, that the InterMTA factors and PIU shall not be revised more often than once every six months. The Parties will work together to ensure the necessary traffic data required for sampling purposes is available for such study.

32.3 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code where currently available.

32.4 Where available, CenturyLink will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent CenturyLink provides ANSI optional parameters for its own use, CenturyLink shall provide the same to Carrier.

32.5 Where available, CenturyLink will provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.

32.6 CenturyLink shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

32.7 If Carrier interconnects its SS7 network with CenturyLink's SS7 network, both parties will support CLASS signaling, to the extent each Party offers related features and functions to its own end-users.

32.8 Each Party is responsible for the transport of originating calls from its network to the POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

32.9 Where Carrier's switch is equipped, Carrier will provide JIP (Jurisdiction Information Parameter) with all terminating traffic (Mobile to Land).

32.10 Signaling Parameters: CenturyLink and CMRS are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

33. TYPES OF TRAFFIC AND SERVICES

33.1 This Agreement applies only to the exchange of Local Traffic, Transit Traffic and Ancillary Traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in CenturyLink's access tariffs.

33.2 Each Party will be fully responsible for all traffic originating from its network and terminating to the other party's network in terms of traffic type as well as completeness and accuracy of call record data. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

34. COMPENSATION

34.1 Non-Local Traffic

34.1.1 Carrier will compensate CenturyLink for Non-Local Traffic based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

34.2 Local Traffic. Under this Agreement, Bill and Keep shall apply to the exchange of Local Traffic solely when such traffic terminates to the end users of one of the Parties (including wireless traffic of end user customers of Carrier's wireless roaming partners). The transit rate shall apply to Transit Traffic.

34.3 Intentionally Left Blank

34.4 Transit Traffic. Carrier shall pay a transit rate, as set forth in Table 1 when Carrier uses a CenturyLink tandem to terminate Transit Traffic to a third-party.

34.5 When transit traffic originated by a third party is routed through a CenturyLink Tandem to CMRS, and the third party is not legally obligated to compensate CenturyLink for the transit service provided in transporting the traffic to CMRS as a result of paragraph 999 of the FCC *Report and Order and Further Notice of Proposed Rulemaking In the Matter of Developing a Unified Intercarrier Compensation Regime,* CC Docket No. 01-92, FCC 11-161 (rel. Nov. 18, 2011), effective December 29, 2011, then CMRS, upon notice from CenturyLink (which notice will be given within a reasonable time after CenturyLink receives notice from any such third party) will either:

- 34.5.1 Establish direct interconnection with said third party; or
- 34.5.2 Pay transit rate, as set forth in Table I.
- 34.6 Paging Traffic. Bill and Keep shall apply for termination of paging services.
- 34.7 Billing Elements for Interconnection Facility
 - 34.7.1 Local Interconnection Entrance Facility

34.7.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.

34.7.1.2 If CMRS chooses to provision facilities over an existing facility purchased as special access service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.

34.7.1.3 If CMRS chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

34.7.2 Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

34.7.2.1 When DTT is provided to a Tandem Switch the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch.

34.7.2.2 Rate band shall be determined for DTT based on the Combination of the Serving Wire Center and the Tandem Switch or End office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected to an amended Table 1.

34.7.2.3 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties based on the agreed upon Relative Use Factor (RUF) in Table 1.

34.7.2.3.1 CenturyLink will bill CMRS for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1.

34.7.2.3.2 CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the RUF determined by the Parties using the following to assign the minutes for which CenturyLink is responsible:

• All Local Traffic Minutes of Use (MOU) that CenturyLink originates and sends to CMRS over the Local Interconnection Entrance Facilities.

34.7.2.3.3 CMRS may bill CenturyLink for CenturyLink's use of the Local Interconnection Entrance Facility and DTT provided by the CMRS on CMRS's side of the POI, which are within the LATA and CenturyLink's serving territory, based on the RUF defined in 34.7.2.3.2 and the rates in Table 1.

34.7.2.3.4 The Parties can mutually agree to re-negotiate the RUF no more than once every six months and shall Amend the agreement accordingly.

34.7.3 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the tariffed rates apply instead of the MUX rates from Table 1.

34.7.4 Trunk Nonrecurring charges

34.7.4.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

34.7.4.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

34.7.5.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

35. CHARGES AND PAYMENT

- 35.1 In consideration of the services provided under this agreement, the Parties shall pay the charges set forth in Table 1.
- 35.2 Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. For invoices not paid when due, late payment charges will be assessed.
 - 35.2.1 If an invoice is not paid within sixty (60) Days after the bill date, CenturyLink will suspend processing new orders and cancel any pending orders.
 - 35.2.2 If the account remains delinquent ninety (90) Days after the bill date, CenturyLink will terminate all services under this Agreement.
- 35.3 Itemized, written disputes must be submitted on the dispute form to the National Access Service Center (NASC), or appropriate equivalent center no later than 120 days after the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such

investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

- 35.3.1 If the Billed Party fails to dispute a rate or charge within 120 Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.
- 35.3.2 CenturyLink will back-bill for underbilling of any service provided no more than six bill cycles.
- 35.4 CenturyLink will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.
- 35.5 CenturyLink will assess late payment charges to Carrier until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:
 - 35.5.1 the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to CenturyLink; or,
 - 35.5.2 the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Carrier actually makes the payment to CenturyLink.

36. BILLING

- 36.1 Record Exchange
 - 36.1.1 CenturyLink and Carrier agree that no call records will be exchanged between the Parties.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

37. GENERAL REQUIREMENTS

- 37.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 37.2 Each Party shall provide a twenty-four (24) hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 37.3 CenturyLink will process Carrier maintenance requests at Parity.
- 37.4 Notice of Network Change. In accordance with Part B, Section 15 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, CenturyLink shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 37.5 CenturyLink will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. CenturyLink will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 37.6 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

38. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

38.1 CenturyLink shall perform restoration of services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between CenturyLink and Carrier in general. Third, should CenturyLink be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

39. SERVICE PROJECTIONS

- 39.1 CenturyLink and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
 - 39.1.1 Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;
 - 39.1.2 Two-Six Codes for each trunk group;
 - 39.1.3 Quantity of trunks in service;

- 39.1.4 Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
- 39.1.5 Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

40. QUALITY OF SERVICE

- 40.1 Interconnection quality of service shall be at Parity with that provided by CenturyLink for its own services.
- 40.2 A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 40.3 Carrier and CenturyLink shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

41. **INFORMATION**

41.1 The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

42. GENERAL REQUIREMENTS

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

PART F – TRANSIT SERVICE (Non-251 Service)

43. TRANSIT TRAFFIC

- 43.1 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection (i.e., Carrier is interconnected at CenturyLink's tandem), CenturyLink will provide Transit Services for the exchange of traffic between Carrier and third parties interconnected at the same tandem.
- 43.2 CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

43.3 Terms and Conditions

For purposes of this Agreement, "Indirect Traffic" means traffic which is 43.3.1 originated by one Party and Terminated to the other Party in which a third party ILEC's Tandem Switch both provides the intermediary transit service and serves CenturyLink's End Office NPA-NXXs. To the extent CenturyLink identifies, either through its own recording capabilities or through call detail records provided by another carrier, traffic that is originated by Carrier and terminated indirectly to CenturyLink through a third party ILEC tandem, Carrier will reimburse CenturyLink for any transit charges billed by the intermediary carrier to CenturyLink. Indirect Traffic is intended only for de minimis traffic, therefore Indirect Traffic will be allowed on routes between CenturyLink End Offices and Carrier in instances where, and only so long as, none of the threshold requirements set forth in Section 30.1.2 of this Agreement have been reached. In addition, Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is assigned to a carrier other than CenturyLink and also is rated within CenturyLink's Tandem serving area and served by a CenturyLink Tandem. Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double Tandem Transit Traffic that may be routed by Carrier. In addition, Carrier will be financially responsible for any Transit Traffic charges CenturyLink may charge for such traffic. The Parties agree that they have an obligation to route traffic according to the requirements of the Local Exchange Routing Guide ("LERG").

- 43.3.2 Carrier acknowledges that a third-party carrier may block transit traffic. To the extent traffic is blocked by a terminating third party, CenturyLink will have no obligation to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay any third-party carrier charges for termination of any Transit Traffic. CenturyLink will not pay such charges on behalf of Carrier.
- 43.3.3 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between Carrier and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require Carrier to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require Carrier to establish a direct connection to the third party if, in CenturyLink's sole discretion, the CenturyLink Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies Carrier of the requirement to direct connect, Carrier shall establish a direct Interconnection with such third party. After sixty (60) Days, if Carrier has not established a direct Interconnection, CenturyLink may thereafter charge Carrier for such Transit Service at double the transit rate set forth in the Agreement, or discontinue providing Transit Service to Carrier, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

- 43.4 Payment Terms and Conditions
 - 43.4.1 Carrier will pay CenturyLink transit charges for Transit Traffic as set forth in table 1.
- 43.5 Billing Records and Exchange of Data
 - 43.5.1 Each Party will use best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.
 - 43.5.2 Upon request and to the extent available, CenturyLink will provide the terminating Party information on traffic originated by a third party Carrier or CMRS provider.
- 43.6 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties will comply with the industry-adopted format to exchange records.

SIGNATURES

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

New Cingular Wireless PCS, LLC

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

Docusigned by: David Handal B2EE6217C408460	Ву:	05E9FC68BD57454 L T Christensen DocuSigned By: L T Christensen
David Handal	Name:	L. T. Christensen
Director Financial Analysis	Title:	Director – Wholesale Contracts
3/23/2015	Date:	3/23/2015
	David Handal David Handal David Handal Director Financial Analysis	David Handal B2FEF217C408460 David Handal Director Financial Analysis 3/23/2015

		EMBARQ CMRS PRICE LIST – PENNSYLVANIA The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink			
				August 2014	
KEY C	ODES	Description			
MRC	NRC	Service Order / Installation / Repair	MRC	NRC	
	W0001	Manual Service Order	NA	\$17.42	
	W0002	Electronic Service Order	NA	\$9.63	
		Message Provisioning Charge per Record	\$0.000684	NA	
	10016	Trouble Isolation Charge	NA	\$64.04	
	10007	Trip Charge	NA	\$20.22	
		INTERCARRIER COMPENSATION			
		Interconnection Facilities	MRC	NRC	
		Local Interconnection Entrance Facility			
		DS1 Service			
10236	10244	Band 1	\$154.15	\$284.03	
10237	10244	Band 2	\$137.62	\$284.03	
10238	10244	Band 3	\$270.37	\$284.03	
	10246	Disconnect		\$46.55	
		DS3 Service			
		Add DS3 to existing fiber system	\$1,685.37	\$106.80	
		Disconnect		\$18.19	
		Interconnection Facility - Direct Trunk Transport	MRC	NRC	
			Refer to		
			Dedicated		
	DPA00	DS1	Transport Tab	\$82.15	
		Disconnect		\$18.19	
			Refer to		
			Dedicated		
	DPA01	DS3	Transport Tab	\$82.15	
		Disconnect		\$18.19	
		Interconnection Facility – Relative Use Factor (RUF)	MRC	NRC	
		70% M-L	NA	NA	
		30% L-M	NA	NA	
		Interconnection Facility - Multiplexing	MRC	NRC	
10136	10137	DS3-DS1 (per DS3)	\$240.16	\$82.15	
		Disconnect		\$18.19	
		Reciprocal Compensation	MRC	NRC	
		Local Traffic Termination - Per Minute of Use	Bill and Keep	NA	
		Indirect Network Connection	MRC	NRC	
	1	Common Transport - Per Minute of Use	\$0.000348	NA	
			<i>volucio</i> lo	10,1	
		Transit Compensation	MRC	NRC	
		Transit - Per Minute of Use	\$0.00325	NA	
		Third Party Originated Transit - Per Minute of Use	\$0.00325	NA	

		InterMTA Traffic		
		M - L InterMTA Traffic Factor	2%	NA
		L - M InterMTA Traffic Factor	11.59%	NA
		Percent Interstate Usage L-M factor ("PIU")	43.06%	NA
		E911	MRC	NRC
		911 Selective Router Ports		
W0024	W0025	DS0 911 Trunk Port - per port (minimum of two DS0 ports required)	\$18.74	\$203.06
		911 Transit Service		
		911 Transit Service - per DS0 port (min of two ports required)	\$40.00	NA
		911 Database		
		MSAG Report- per report applicable to the territory of this agreement	NA	\$250.00
		Manual 911 ALI record upload, per record- only available upon Century Link approval	NA	\$25.00
		Custom Handling		
		Expedite Charges per Access Tariff		Special Access Tariff
		Time and Materials		ICB

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services) will be billed at the standard rates for those services.

Exchange Name	Exchange Name CLLI Band							
		Eand						
Beford	BDFRPAXBDS0	1						
Blrdgsummt	BLRSPAXBRS1	1						
Butler	BTLRPAXBDS0	1						
Carlisle	CRLSPAXCDS0	1						
Chambersbg	CHBGPAXCDS0	1						
Columbi	CLMAPAXCDS0	1						
Elizabthtn	EZTWPAXEDS0	1						
Evans City	EVCYPAXERS0	1						
Fayetteville	FYVLPAXFRS1	1						
Gettysburg	GTBGPAXGDS0	1						
Greencastle	GNCSPAXGRS1	1						
Hanover	HNVRPAXHDS0	1						
Littlestn	LTTWPAXLRS1	1						
Marietta	MRTTPAXMRS1	1						
Marysville	MYVIPAXMRS1	1						
Meridian	MRDNPAXMRS0	1						
Mount Joy	MTJYPAXMRS1	1						
Mountville	MTVLPAXMRS1	1						
New Oxford	NWOXPAXNDS0	1						
Nixon	NIXNPAXNRS0	1						
Roaringspg	RRSPPAXRRS1	1						
Shippensbg	SHIPPAXSDS0	1						
Waynesboro	WYBOPAXWDS0	1						
waynesboro	WIBOFAXWD30							
Belleville	BLVLPAXBRS1	2						
New Bloomfield	NBFDPAXNRS1	2						
Biglerville	BIGVPAXBRS1	2						
Claysburg	CYBGPAXCRS1	2						
Conoqnssng	CNQNPAXCRS0	2						
Everett	EVRTPAXERS1	2						
Fairfield	FRFDPAXFRS1	2						
Harrisville	HRVLPAXHRS1	2						
Howard	HWRDPAXHRS1	2						
Marion	MARNPAXMRS1	2						
Martinsbg	MRBGPAXMRS1	2						
Mcalistrvl	MCLVPAXMRS1	2						
Mconellstn	MNTWPAXMRS1	2						
Mercerbg	MRCBPAXMRS1	2						
Mifflintn	MFTWPAXMDS0	2						
Mill Hall	MLHLPAXEDS0	2						
Mthollyspg	MHSPPAXMRS1	2						
Newport	NWPTPAXNDS0	2						
Newville	NVLCPAXNRS1	2						
Nuncannon	DNCNPAXDRS2	2						
Orbisonia	ORBSPAXORS1	2						
Parker	PRKRPAXPRS1	2						
	-							
Petrolia	PTRLPAXPRS0	2						
Prospect Slipperyrk	PRSPPAXPRS0 SLRKPAXSDS1	2						

l	l	
St Thomas	STTMPAXSRS1	2
Thompsontn	TMTWPAXTRS1	2
W Sunbury	WSNBPAXWRS0	2
Williamsbg	WLBGPAXWRS1	2
Zion	ZIONPAXZRS1	2
Allensvl	ALVLPAXARS1	3
Bedfordvyl	BDVYPAXBRS1	3
Beechcreek	BCCKPAXBRS1	3
Blacktown	BLTWPAXBRS0	3
Blain	BLINPAXBRS1	3
Bruin	BRINPAXBRS0	3
Charlesvl	CLVLPAXCRS1	3
Chicora	CHCRPAXCRS0	3
Clearville	CLRVPAXCRS1	3
Dry Run	DYRNPAXDRS1	3
Eau Claire	EUCLPAXERS0	3
Emlenton	EMTNPAXERS1	3
Ewaterford	EWFRPAXERS1	3
Fishertown	FSTWPAXFRS1	3
Foxburg	FXBGPAXFRS1	3
Hopewell	HPWLPAXHRS1	3
Hyndam	HYNDPAXHRS1	3
lckesburg	ICBGPAXIRS2	3
Liverpool	LVRPPAXLRS1	3
Loysburg	LYBGPAXLRS1	3
Loysville	LYSVPAXLRS1	3
Marklesbg	MKBGPAXMRS1	3
Mconellsbg	MCBGPAXMRS1	3
Millerstn	MLTWPAXMRS2	3
Newburg	NWBGPAXNRS1	3
Nowashgtn	NWSHPAXNRS0	3
Osterburg	OSBGPAXORS1	3
Plaingrove	PAGVPAXPRS2	3
Port Royal	PTRYPAXPRS1	3
Portersville	PTVLPAXPRS0	3
Reedsville	RDVLPAXRDS0	3
Richfield	RCFDPAXRRS1	3
Schellsbg	SCBGPAXSRS1	3
Scheißbg Shade Gap	SHGPPAXSRS1	3
Three Spg	THSPPAXTRS1	3 3
Volant	VLNTPAXVRS2	3 3
	YRSPPAXYRS1	3
York Spg	INSPEATING	3

DEDICA	TED TRANS	PORT RA	TE SUMMARY				PEN	NSYLVAN
Key	Codes		Route (CLLI to CLLI)		Route (Exchar	nge to Exchange)	Dedicated	Dedicate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate
00054	D1054	54	ALVLPAXARS1	BLVLPAXBRS1	Allensville	Belleville	\$46.39	\$855.
00015	D1015	15	BCCKPAXBRS1	HWRDPAXHRS1	Beech Creek	Howard	\$41.40	\$715.
00060	D1060	60	BCCKPAXBRS1	MLHLPAXEDS0	Beech Creek	Mill Hall	\$43.90	\$785
0034	D1034	34	BDFRPAXBDS0	BDVYPAXBRS1	Bedford	Bedford Valley	\$66.36	\$1,414
0056	D1056	56	BDFRPAXBDS0	CHBGPAXCDS0	Bedford	Chambersburg	\$138.72	\$3,440
0253	D1253	253	BDFRPAXBDS0	CLVLPAXCRS1	Bedford	Charlesville	\$41.40	\$715
0055	D1055	55	BDFRPAXBDS0	CRLSPAXCPS0	Bedford	Carlisle	\$201.11	\$5,187
0001	D1001	1	BDFRPAXBDS0	EVRTPAXERS1	Bedford	Everett	\$43.90	\$785
0057	D1057	57	BDFRPAXBDS0	FSTWPAXFRS1	Bedford	Fishertown	\$48.89	\$925
0058	D1058	58	BDFRPAXBDS0	OSBGPAXORS1	Bedford	Osterburg	\$56.38	\$1,135
0059	D1059	59	BDFRPAXBDS0	SCBGPAXSRS1	Bedford	Schellsburg	\$46.39	\$855
0036	D1036	36	BDVYPAXBRS1	HYNDPAXHRS1	Bedford Valley	Hyndman	\$36.41	\$576
0062	D1062	62	BIGVPAXBRS1	GTBGPAXGDS0	Biglerville	Gettysburg	\$43.90	\$785
0053	D1053	53	BIGVPAXBRS1	HNVRPAXHDS0	Biglerville	Hanover	\$71.35	\$1,554
0063	D1063	63	BIGVPAXBRS1	YRSPPAXYRS1	Biglerville	York Springs	\$51.39	\$995
0066	D1066	66	BLINPAXBRS1	CRLSPAXCPS0	Blain	Carlisle	\$76.34	\$1,694
0254	D1254	254	BLINPAXBRS1	EWFRPAXERS1	Blain	East Waterford	\$41.40	\$715
0018	D1018	18	BLINPAXBRS1	LYSVPAXLRS1	Blain Blue Ridge	Loysville	\$48.89	\$925
0067	D1067	67	BLRSPAXBRS1	WYBOPAXWDS0	Summit	Waynesboro	\$43.90	\$785
0064	D1064	64	BLTWPAXBRS1	PAGVPAXPRS0	Blacktown	Plain Grove	\$48.89	\$925
0065	D1065	65	BLTWPAXBRS1	VLNTPAXVRS0	Blacktown	Volant	\$41.40	\$715
0061	D1061	61	BLVLPAXBRS1	RDVLPAXRDS0	Belleville	Reedsville	\$48.89	\$925
0255	D1255	255	BRINPAXBRS0	CHCRPAXCRS0	Bruin	Chicora	\$46.39	\$855
00068	D1068	68	BRINPAXBRS0	NWSHPAXNRS0	Bruin	North Washington	\$38.91	\$646
0069	D1069	69	BRINPAXBRS0	PRKRPAXPRS0	Bruin	Parker	\$33.92	\$506
0070	D1070	70	BRINPAXBRS0	PTRLPAXPRS0	Bruin	Petrolia	\$33.92	\$506
0071	D1071	71	BTLRPAXBDS0	CHCRPAXCRS0	Butler	Chicora	\$51.39	\$995
0072	D1072	72	BTLRPAXBDS0	CNQNPAXCRS0	Butler	Connoquenessing	\$43.90	\$785
0200	D1200	200	BTLRPAXBDS0	EVCYPAXERS0	Butler	Evans City	\$53.88	\$1,065
0073	D1073	73	BTLRPAXBDS0	MRDNPAXMRS0	Butler	Meridian	\$36.41	\$576
0074	D1074	74	BTLRPAXBDS0	NIXNPAXNRS0	Butler	Nixon	\$41.40	\$715
0075	D1075	75	BTLRPAXBDS0	NWSHPAXNRS0	Butler	North Washington	\$63.86	\$1,344
0078	D1078	78	BTLRPAXBDS0	PRSPPAXPRS0	Butler	Prospect	\$48.89	\$925
0076	D1076	76	BTLRPAXBDS0	PTRLPAXPRS0	Butler	Petrolia	\$63.86	\$1,344
0077	D1077	77	BTLRPAXBDS0	PTVLPAXPRS0	Butler	Portersville	\$63.86	\$1,344
0079	D1079	79	BTLRPAXBDS0	SLRKPAXSDS0	Butler	Slippery Rock	\$68.85	\$1,484
0026	D1026	26	BTLRPAXBDS0	WSNBPAXWRS0	Butler	West Sunbury	\$53.88	\$1,065
0259	D1259	259	CHBGPAXCDS0	CRLSPAXCPS0	Chambersburg	Carlisle	\$103.79	\$2,462
0087	D1087	87	CHBGPAXCDS0	DYRNPAXDRS1	Chambersburg	Dry Run	\$71.35	\$1,554
0088	D1088	88	CHBGPAXCDS0	FYVLPAXFRS1	Chambersburg	Fayetteville	\$41.40	\$715
0089	D1089	89	CHBGPAXCDS0	GNCSPAXGRS1	Chambersburg	Greencastle	\$53.88	\$1,065
0261	D1261	261	CHBGPAXCDS0	GTBGPAXGDS0	Chambersburg	Gettysburg	\$86.32	\$1,973
0090	D1090	90	CHBGPAXCDS0	MARNPAXMRS1	Chambersburg	Marion	\$41.40	\$715
0091	D1091	91	CHBGPAXCDS0	MCBGPAXMRS1	Chambersburg	McConnellsburg	\$71.35	\$1,554
0257	D1257	257	CHBGPAXCDS0	MRCBPAXMRS1	Chambersburg	Mercersburg	\$63.86	\$1,344
0258	D1258	258	CHBGPAXCDS0	NWBGPAXNRS1	Chambersburg	Newburg	\$63.86	\$1,344
0093	D1093	93	CHBGPAXCDS0	SHIPPAXSDS0	Chambersburg	Shippensburg	\$53.88	\$1,065
00092	D1092	92	CHBGPAXCDS0	STTMPAXSRS1	Chambersburg	Saint Thomas	\$46.39	\$855

\$1,274.91	\$61.37	Waynesboro	Chambersburg	WYBOPAXWDS0	CHBGPAXCDS0	187	D1187	D0187
\$925.56	\$48.89	North Washington	Chicora	NWSHPAXNRS0	CHCRPAXCRS0	95	D1095	D0095
\$646.07	\$38.91	Petrolia	Chicora	PTRLPAXPRS0	CHCRPAXCRS0	96	D1096	D0096
\$3,021.68	\$123.75	Carlisle	Columbia	CRLSPAXCPS0	CLMAPAXCDS0	41	D1041	D0041
\$995.43	\$51.39	Elizabethtown	Columbia	EZTWPAXEDS0	CLMAPAXCDS0	100	D1100	D0100
\$2,462.71	\$103.79	Hanover	Columbia	HNVRPAXHDS0	CLMAPAXCDS0	130	D1130	D0130
\$576.20	\$36.41	Marietta	Columbia	MRTTPAXMRS1	CLMAPAXCDS0	101	D1101	D0101
\$715.94	\$41.40	Mount Joy	Columbia	MTJYPAXMDS0	CLMAPAXCDS0	102	D1102	D0102
\$576.20	\$36.41	Mountville	Columbia	MTVLPAXMRS1	CLMAPAXCDS0	103	D1103	D0103
\$785.81	\$43.90	Everett	Clearville	EVRTPAXERS1	CLRVPAXCRS1	99	D1099	D0099
\$925.56	\$48.89	Everett	Charlesville	EVRTPAXERS1	CLVLPAXCRS1	94	D1094	D0094
\$646.07	\$38.91	Evans City	Connoquenessing	EVCYPAXERS0	CNQNPAXCRS0	104	D1104	D0104
\$576.20	\$36.41	Meridlan	Connoquenessing	MRDNPAXMRS0	CNQNPAXCRS0	105	D1105	D0105
\$715.94	\$41.40	Nixon	Connoquenessing	NIXNPAXNRS0	CNQNPAXCRS0	106	D1106	D0106
\$785.81	\$43.90	Prospect	Connoquenessing	PRSPPAXPRS0	CNQNPAXCRS0	107	D1107	D0107
\$1,414.65	\$66.36	Duncannon	Carlisle	DNCNPAXDRS1	CRLSPAXCPS0	47	D1047	D0047
\$2,532.58	\$106.28	Elizabethtown	Carlisle	EZTWPAXEDS0	CRLSPAXCPS0	80	D1080	D0080
\$2,253.10	\$96.30	Fayetteville	Carlisle	FYVLPAXFRS1	CRLSPAXCPS0	81	D1081	D0081
\$3,091.55	\$126.25	Greencastle	Carlisle	GNCSPAXGRS1	CRLSPAXCPS0	82	D1082	D0082
\$2,113.36	\$91.31	Gettysburg	Carlisle	GTBGPAXGDS0	CRLSPAXCPS0	126	D1126	D0126
\$2,462.71	\$103.79	Hanover	Carlisle	HNVRPAXHDS0	CRLSPAXCPS0	129	D1129	D0129
\$1,274.91	\$61.37	Loysville	Carlisle	LYSVPAXLRS1	CRLSPAXCPS0	39	D1039	D0039
\$3,580.64	\$143.71	McConnellsburg	Carlisle	MCBGPAXMRS1	CRLSPAXCPS0	42	D1042	D0042
\$2,322.97	\$98.80	Mifflintown	Carlisle	MFTWPAXMDS0	CRLSPAXCPS0	83	D1083	D0083
		Mount Holly						
\$715.94	\$41.40	Springs	Carlisle	MHSPPAXMRS1	CRLSPAXCPS0	84	D1084	D0084
\$2,951.81	\$121.26	Mount Joy	Carlisle	MTJYPAXMDS0	CRLSPAXCPS0	85	D1085	D0085
\$1,554.39	\$71.35	Marysville	Carlisle	MYVIPAXMDS0	CRLSPAXCPS0	156	D1156	D0156
\$1,065.30	\$53.88	Newville	Carlisle	NVLCPAXNRS1	CRLSPAXCPS0	256	D1256	D0256
\$2,043.49	\$88.82	New Oxford	Carlisle	NWOXPAXNDS0	CRLSPAXCPS0	171	D1171	D0171
\$1,694.13	\$76.34	Newport	Carlisle	NWPTPAXNDS0	CRLSPAXCPS0	86	D1086	D0086
\$2,043.49	\$88.82	Port Royal	Carlisle	PTRYPAXPRS1	CRLSPAXCPS0	40	D1040	D0040
\$3,091.55	\$126.25	Reedsville	Carlisle	RDVLPAXRDS0	CRLSPAXCPS0	48	D1048	D0048
\$1,764.00	\$78.83	Shippensburg	Carlisle	SHIPPAXSDS0	CRLSPAXCPS0	45	D1045	D0045
\$2,881.94	\$118.76	Waynesboro	Carlisle	WYBOPAXWDS0	CRLSPAXCPS0	44	D1044	D0044
\$995.43	\$51.39	Osterburg	Claysburg	OSBGPAXORS1	CYBGPAXCRS1	97	D1097	D0097
\$506.33	\$33.92	Roaring Springs	Claysburg	RRSPPAXRRS1	CYBGPAXCRS1	98	D1098	D0098
\$785.81	\$43.90	Marysville	Duncannon	MYVIPAXMDS0	DNCNPAXDRS1	108	D1108	D0108
\$925.56	\$48.89	New Bloomfield	Duncannon	NBFDPAXNRS1	DNCNPAXDRS1	109	D1109	D0109
\$855.69	\$46.39	Newport	Duncannon	NWPTPAXNDS0	DNCNPAXDRS1	110	D1110	D0110
\$715.94	\$41.40	Eau Claire	Emlenton	EUCLPAXERS0	EMTNPAXERS1	113	D1113	D0113
\$506.33	\$33.92	Foxburg	Emlenton	FXBGPAXFRS1	EMTNPAXERS1	119	D1119	D0119
\$785.81	\$43.90	Parker	Emlenton	PRKRPAXPRS0	EMTNPAXERS1	120	D1120	D0120
\$785.81	\$43.90	Foxburg	Eau Claire	FXBGPAXFRS1	EUCLPAXERS0	114	D1114	D0114
\$785.81	\$43.90	North Washington	Eau Claire	NWSHPAXNRS0	EUCLPAXERS0	115	D1115	D0115
\$785.81	\$43.90	Parker	Eau Claire	PRKRPAXPRS0	EUCLPAXERS0	116	D1116	D0116
\$785.81	\$43.90	Nixon	Evans City	NIXNPAXNRS0	EVCYPAXERS0	121	D1121	D0121
\$995.43	\$51.39	Hopewell	Everett	HPWLPAXHRS1	EVRTPAXERS1	21	D1021	D0021
\$1,624.26	\$73.84	Mifflintown	East Waterford	MFTWPAXMDS0	EWFRPAXERS1	111	D1111	D0111
\$1,484.52	\$68.85	Port Royal	East Waterford	PTRYPAXPRS1	EWFRPAXERS1	112	D1112	D0112
\$785.81	\$43.90	Marietta	Elizabethtown	MRTTPAXMRS1	EZTWPAXEDS0	117	D1117	D0117
\$715.94	\$41.40	Mount Joy	Elizabethtown	MTJYPAXMDS0	EZTWPAXEDS0	118	D1118	D0118
\$855.69	\$46.39	Gettysburg	Fairfield	GTBGPAXGDS0	FRFDPAXFRS1	122	D1122	D0122
\$646.07	\$38.91	Osterburg	Fishertown	OSBGPAXORS1	FSTWPAXFRS1	8	D1008	D0008
\$785.81	\$43.90	Schellsburg	Fishertown	SCBGPAXSRS1	FSTWPAXFRS1	124	D1124	D0124
\$715.94	\$41.40 \$108.78	Parker	Foxburg	PRKRPAXPRS0	FXBGPAXFRS1	125	D1125	D0125
\$2,602.45		Hanover	Fayetteville	HNVRPAXHDS0	FYVLPAXFRS1	123	D1123	D0123

D0260	D1260	260	GNCSPAXGRS1	HNVRPAXHDS0	Greencastle	Hanover	\$126.25	\$3,091.55
D0200	D1200	222	GNCSPAXGRS1	MARNPAXMRS1	Greencastle	Marion	\$38.91	\$646.07
D0222 D0127	D1222	127	GNCSPAXGRS1	MRCBPAXMRS1	Greencastle	Mercersburg	\$51.39	\$995.43
D0127	D1127	128	GNCSPAXGRS1	WYBOPAXWDS0	Greencastle	Waynesboro	\$46.39	\$855.69
D0120	D1038	38	GTBGPAXGDS0	HNVRPAXHDS0	Gettysburg	Hanover	\$61.37	\$1,274.91
D0030	D1030	145	GTBGPAXGDS0	LTTWPAXLRS1	Gettysburg	Littlestown	\$51.39	\$995.43
D0143	D1143	188	GTBGPAXGDS0	YRSPPAXYRS1	Gettysburg	York Springs	\$61.35 \$61.37	\$1,274.91
D0100	D1132	132	HNVRPAXHDS0	LTTWPAXLRS1	Hanover	Littlestown	\$43.90	\$785.81
D0132	D1131	131	HNVRPAXHDS0	MTJYPAXMDS0	Hanover	Mount Joy	\$111.27	\$2,672.32
D0049	D1049	49	HNVRPAXHDS0	MTVLPAXMRS1	Hanover	Mountville	\$111.27	\$2,672.32
D0133	D1043	133	HNVRPAXHDS0	NWOXPAXNDS0	Hanover	New Oxford	\$43.90	\$785.81
D0051	D1051	51	HNVRPAXHDS0	NWPTPAXNDS0	Hanover	Newport	\$146.21	\$3,650.51
D0031	D1031	134	HNVRPAXHDS0	WYBOPAXWDS0	Hanover	Waynesboro	\$106.28	\$2,532.58
D0134	D1135	135	HRVLPAXHRS0	PAGVPAXPRS0	Harrisville	Plain Grove	\$51.39	\$995.43
D0136	D1136	136	HRVLPAXHRS0	PTVLPAXPRS0	Harrisville	Portersville	\$68.85	\$1,484.52
D0130	D1137	137	HRVLPAXHRS0	SLRKPAXSDS0	Harrisville	Slippery Rock	\$41.40	\$715.94
D0138	D1138	138	HRVLPAXHRS0	VLNTPAXVRS0	Harrisville	Volant	\$58.87	\$1,205.04
D0031	D1031	31	HRVLPAXHRS0	WSNBPAXWRS0	Harrisville	West Sunbury	\$53.88	\$1,065.30
D0139	D1139	139	HWRDPAXHRS1	ZIONPAXZRS1	Howard	Zion	\$43.90	\$785.81
D0133	D1140	140	ICBGPAXIRS1	LYSVPAXLRS1	Ickesburg	Loysville	\$43.90	\$785.81
D0140	D1140	140	ICBGPAXIRS1	MLTWPAXMRS1	Ickesburg	Millerstown	\$58.87	\$1,205.04
D0141	D1141	142	ICBGPAXIRS1	NBFDPAXNRS1	Ickesburg	New Bloomfield	\$48.89	\$925.56
D0142	D1142	143	ICBGPAXIRS1	NWPTPAXNDS0	Ickesburg	Newport	\$56.38	\$1,135.17
D0143	D1143	144	ICBGPAXIRS1	PTRYPAXPRS1	Ickesburg	Port Royal	\$41.40	\$715.94
D0144	D1146	146	LTTWPAXLRS1	NWOXPAXNDS0	Littlestown	New Oxford	\$48.89	\$925.56
D0140	D1140	147	LVRPPAXLRS1	MLTWPAXMRS1	Liverpool	Millerstown	\$48.89	\$925.56
D0033	D1033	33	LVRPPAXLRS1	NWPTPAXNDS0	Liverpool	Newport	\$51.39	\$995.43
D0148	D1148	148	LYBGPAXLRS1	MRBGPAXMRS1	Loysburg	Martinsburg	\$53.88	\$1,065.30
D0140	D1149	149	LYBGPAXLRS1	RRSPPAXRRS1	Loysburg	Roaring Springs	\$56.38	\$1,135.17
D0150	D1150	150	LYSVPAXLRS1	NBFDPAXNRS1	Loysville	New Bloomfield	\$48.89	\$925.56
D0243	D1243	243	MARNPAXMRS1	MRCBPAXMRS1	Marion	Mercersburg	\$53.88	\$1,065.30
D0157	D1157	157	MCLVPAXMRS1	MFTWPAXMDS0	McAlisterville	Mifflintown	\$46.39	\$855.69
D0158	D1158	158	MCLVPAXMRS1	PTRYPAXPRS1	McAlisterville	Port Royal	\$51.39	\$995.43
D0159	D1159	159	MCLVPAXMRS1	RCFDPAXRRS1	McAlisterville	Richfield	\$51.39	\$995.43
D0160	D1160	160	MCLVPAXMRS1	TMTWPAXTRS1	McAlisterville	Thompsontown	\$41.40	\$715.94
D0164	D1164	164	MFTWPAXMDS0	PTRYPAXPRS1	Mifflintown	Port Royal	\$36.41	\$576.20
D0165	D1165	165	MFTWPAXMDS0	TMTWPAXTRS1	Mifflintown	Thompsontown	\$46.39	\$855.69
D0245	D1245	245	MKBGPAXMRS1	MNTWPAXMRS1	Marklesburg	McConnellstown	\$46.39	\$855.69
D0166	D1166	166	MLTWPAXMRS1	NBFDPAXNRS1	Millerstown	New Bloomfield	\$51.39	\$995.43
D0167	D1167	167	MLTWPAXMRS1	NWPTPAXNDS0	Millerstown	Newport	\$41.40	\$715.94
D0168	D1168	168	MLTWPAXMRS1	TMTWPAXTRS1	Millerstown	Thompsontown	\$38.91	\$646.07
D0154	D1154	154	MRBGPAXMRS1	RRSPPAXRRS1	Martinsburg	Roaring Springs	\$38.91	\$646.07
D0155	D1155	155	MRBGPAXMRS1	WLBGPAXWRS1	Martinsburg	Williamsburg	\$58.87	\$1,205.04
D0161	D1161	161	MRCBPAXMRS1	STTMPAXSRS1	Mercersburg	Saint Thomas	\$48.89	\$925.56
D0162	D1162	162	MRDNPAXMRS0	NIXNPAXNRS0	Meridian	Nixon	\$38.91	\$646.07
D0163	D1163	163	MRDNPAXMRS0	PRSPPAXPRS0	Meridian	Prospect	\$41.40	\$715.94
D0151	D1151	151	MRTTPAXMRS1	MTJYPAXMDS0	Marietta	Mount Joy	\$38.91	\$646.07
D0152	D1152	152	MRTTPAXMRS1	MTVLPAXMRS1	Marietta	Mountville	\$43.90	\$785.81
D0169	D1169	169	MTJYPAXMDS0	MTVLPAXMRS1	Mount Joy	Mountville	\$43.90	\$785.81
D0170	D1170	170	NBFDPAXNRS1	NWPTPAXNDS0	New Bloomfield	Newport	\$41.40	\$715.94
D0023	D1023	23	NVLCPAXNRS1	NWBGPAXNRS1	Newville	Newburg	\$48.89	\$925.56
D0172	D1172	172	NWBGPAXNRS1	SHIPPAXSDS0	Newburg	Shippensburg	\$43.90	\$785.81
D0173	D1173	173	NWSHPAXNRS0	PTRLPAXPRS0	North Washington	Petrolia	\$41.40	\$715.94
D0174	D1174	174	NWSHPAXNRS0	WSNBPAXWRS0	North Washington	West Sunbury	\$41.40	\$715.94
D0022	D1022	22	ORBSPAXORS1	SHGPPAXSRS1	Orbisonia	Shade Gap	\$38.91	\$646.07
D0175	D1175	175	ORBSPAXORS1	THSPPAXTRS1	Orbisonia	Three Springs	\$43.90	\$785.81
D0177	D1177	177	PAGVPAXPRS0	PTVLPAXPRS0	Plain Grove	Portersville	\$48.89	\$925.56

1	1		1	1		1		1
D0178	D1178	178	PAGVPAXPRS0	SLRKPAXSDS0	Plain Grove	Slippery Rock	\$38.91	\$646.07
D0179	D1179	179	PAGVPAXPRS0	VLNTPAXVRS0	Plain Grove	Volant	\$46.39	\$855.69
D0176	D1176	176	PRKRPAXPRS0	PTRLPAXPRS0	Parker	Petrolia	\$41.40	\$715.94
D0181	D1181	181	PRSPPAXPRS0	PTVLPAXPRS0	Prospect	Portersville	\$41.40	\$715.94
D0180	D1180	180	PTRYPAXPRS1	TMTWPAXTRS1	Port Royal	Thompsontown	\$46.39	\$855.69
D0182	D1182	182	PTVLPAXPRS0	SLRKPAXSDS0	Portersville	Slippery Rock	\$53.88	\$1,065.30
D0183	D1183	183	PTVLPAXPRS0	VLNTPAXVRS0	Portersville	Volant	\$63.86	\$1,344.78
D0184	D1184	184	SHGPPAXSRS1	THSPPAXTRS1	Shade Gap	Three Springs	\$48.89	\$925.56
D0185	D1185	185	SLRKPAXSDS0	VLNTPAXVRS0	Slippery Rock	Volant	\$56.38	\$1,135.17
D0186	D1186	186	SLRKPAXSDS0	WSNBPAXWRS0	Slippery Rock	West Sunbury	\$48.89	\$925.56

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services) will be billed at the standard rates for those services.