

AGREEMENT FOR INTERCONNECTION

This Agreement, entered into on _____ ("Effective Date") between Southwestern Bell Telephone, L. P. d/b/a SBC Missouri, a Texas corporation with its offices located at 175 E. Houston, San Antonio, Texas 78205 ("SBC Missouri"), and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular, a Missouri limited partnership with offices located at 118 East Nodaway, Oregon, MO 64473 ("Carrier or MMC") (collectively, the "Parties").

WHEREAS, SBC Missouri is a local exchange carrier in the State of Missouri;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider licensed to operate a two way cellular system within portions of the State of Missouri and, specifically, the Geographic Service Areas set forth in Appendix Service Areas; and

WHEREAS, the Parties desire to enter into an agreement to ensure local calling from and to SBC Missouri Tandems via Type 2A Trunks or SBC Missouri End Offices via Type 2B Trunks and Carrier's two-way cellular network located within the local calling area of any given SBC Missouri End Office and, as deemed appropriate by either Party for the inter-office Interconnection of their networks and to provide for the reciprocal compensation for the Termination of Local Traffic (as defined below) between their respective networks pursuant to the Telecommunications Act of 1996 (the "Act"), as it pertains to CMRS providers interconnecting with an Incumbent LEC's network and other applicable state laws.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement. Capitalized Terms used in this Agreement shall have the respective meanings specified below in each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

"Access Tandem" means an SBC Missouri switching system that provides a concentration and distribution function for originating and/or terminating IXC traffic between a subtending LEC end office or MSC and IXC POP.

"Accessible Letters" are correspondence used to communicate pertinent information regarding SBC Missouri to the client/End User community.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch or MSC to the sending Party's Central Office Switch or MSC on all Completed Calls after address signaling has been completed.

"Authorized Services" means those cellular, broadband Personal Communications Services (PCS), and/or covered Specialized Mobile Radio ("SMR") services which Carrier may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS for traffic to or from Carrier.

"Automatic Number Identification" or **"ANI"** means the number transmitted through the network identifying the calling party.

"Calling Party Number" or **"CPN"** is a feature of signaling system 7 ("SS7") protocol whereby the 10-digit number of the calling party is forwarded from the end office.

"Carrier" has the meaning set forth in the preamble.

"Cell Site" means a transmitter/receiver location, operated by a CMRS provider, through which radio links are established between a wireless system and mobile units.

"Central Office Switch" means a LEC switch. When used in reference to SBC Missouri's network, **"Central Office Switch"** means an End Office Switch or tandem switch.

"Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.

"Commercial Mobile Radio Service" or **"CMRS"** has the meaning given to the term in the Act.

"Commission" or **"PUC"** or **"PSC"** means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of local exchange carriers as defined in the Act.

"Common Channel Signaling" or **"CCS"** means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. **"Completed Call"** means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.

"Connecting Facilities" means dedicated facilities provided either under this Agreement or separate contract used to connect Carrier's two-way cellular network and SBC Missouri's network for the purposes of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term **"End User"**. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"DEOT" means Direct End Office Trunk

"Digital Signal Level" is one of several transmission rates in the time-division multiplex hierarchy.

"DS-0" ("Digital Signal Level 0") is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"DS-1" ("Digital Signal Level 1") is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

"End Office" or **"End Office Switch"** is an SBC Missouri Central Office Switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services. For the purpose of interconnection, an End Office does not include a Remote End Office Switch.

"End User" means a Third Party residence or business subscriber to Telecommunications Services provided by any of the Parties at retail. As used herein, the term **"End Users"** does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

"Exchange Access" has the meaning given to the term in the Act.

"Exchange Service" means Telephone Exchange Service as defined in the Act.

"Facility" means the wire, line, fiber, or cable used to transport traffic between the Parties' respective networks.

"FCC" means the Federal Communications Commission.

"Independent Local Exchange Carrier" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing to Telephone Exchange Service traffic and Exchange Access traffic.

"Interexchange Carriers" or "IXC" means a telecommunications service provider that provides the for-hire telecommunications service of connecting one exchange to another.

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls which, at the beginning of a call, originate in one MTA and terminate in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected at the beginning of a call.)

"IntraLATA Toll Traffic" means all intra LATA calls other than Local Traffic.

"ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order; In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.

"ISP Traffic" means traffic which is destined for a telephone number assigned to an Internet service provider for purposes other than the provision of voice telephone service to that entity's location.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Calls" or "Local Traffic" are Authorized Services Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA. "Local Calls" does not refer to the local calling area of either Party. In order to measure whether traffic comes within the definition of Local Calls, the Parties agree that the origination and termination point of the calls are as follows:

- (a) For SBC Missouri, the origination or termination point of a call shall be the End Office or Remote End Office Switch that directly serves the line side connection, respectively, of the calling or called party at the beginning of the call.
- (b) For Carrier, the origination or termination point of a call shall be the Cell Site that serves respectively, the calling or called party at the beginning of the call.

"Local Calling Area" has the meaning of describing the geographic area served by a SBC Missouri End Office wherein calls originated from an End User line within that End Office can be terminated without the calling party incurring any toll charges associated with that call

"MSC" ("Mobile Switching Center") is the location of the switch in a cellular telephone network used by a wireless service provider in performing, inter alia, terminating and originating functions for calls to and from a wireless providers end users.

"MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NPA" ("Numbering Plan Area") also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas

within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

"NXX", **"NXX Code"**, **"Central Office Code"**, or **"CO Code"** is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

"Party" means either SBC Missouri or Carrier, and **"Parties"** means SBC Missouri and Carrier.

"POI" ("Point of Interconnection") means the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.

"Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter- and intra-LATA toll calls.

"Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for Transport and Termination on each carrier's network of Local Traffic that originates on the network of the other carrier.

"Remote End Office Switch" is an SBC Missouri switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services, but does not have full feature, function and capability of an SBC Missouri Central Office Switch. Such features, function, and capabilities are provided to an SBC Missouri Remote End Office Switch via an umbilical to a host SBC Missouri End Office. An SBC Remote End Office Switch does not provide, among other things, trunking to other switch locations.

"Routing Point" designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG.

"Service Area" means the geographic area e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area, Rural Service Area (as those terms are defined by the FCC), or such other geographic area served by the cellular system within which Carrier is licensed by the FCC to provide Authorized Service.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a Party interconnects, either directly or through facilities provided by SBC Missouri, with the CCS/SS7 network

"SBC Missouri" has the meaning set forth in the preamble.

"Switched Access Services" means an offering of access to SBC Missouri's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking

of transmission products from multiple vendors.

"Tandem" or "Tandem Switch" is an SBC Missouri switch used to connect and switch trunk circuits between and among other Central Office Switches and MSCs. A Tandem Switch does not include a PBX.

"Telecommunications" and **"Telecommunications Carrier"** have the meanings given to those terms in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"Terminating IntraLATA InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is InterMTA Traffic; and c) is terminated on SBC Missouri's network.

"Terminating Switched Access Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network; (b) is sent from the mobile unit of Carrier's Customer or the mobile unit of a third party located in one MTA and one LATA; and, (c) terminates on SBC Missouri's network in another MTA and another LATA (i.e., the traffic is both InterMTA Traffic and InterLATA).

"Territory" means the areas within Missouri in which SBC Missouri operates its business.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a local exchange carrier's local exchange services or resellers of a CMRS provider's services.

"Transiting Service" means switching and intermediate transport of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary

"Transit Traffic" means traffic handled by a Telecommunications Carrier when providing Transiting Service.

"Transport" means the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the POI between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by Third Party Provider.

"Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Carrier's network with SBC Missouri's network for the purpose of exchanging Authorized Services traffic for purposes of Interconnection.

"Trunk Side" refers to a Central Office Switch interface that offers 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.

"V and H Coordinates Method" means the computing of airline miles between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points used in the rating of calls.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and traffic is switched. SBC Missouri's Wire Center is a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.

2. INTERCONNECTION

2.1 Trunking

2.1.1 Carrier shall trunk from its MSC to all SBC-Missouri Tandems or End Offices where Carrier seeks to provide Local Calls service to its End Users in each LATA to exchange Authorized Services local and intraLATA traffic or, in the event Carrier has no MSC in the LATA, from Carrier's designated POI(s) within the LATA.

2.1.2 Type 2B: Provides a Trunk Side connection between Carrier's network and SBC Missouri End Office Switch providing the capability to access only subscribers served by that End Office Switch for the purposes of exchanging Authorized Services traffic. Type 2B is a two-way mobile-to-land/land-to-mobile trunk group and is available where facilities and equipment permit. Type 2B two-way is currently not offered at DMS 10, Ericsson and 1AESS switches. Type 2B one way mobile to land is available where technically feasible.

2.1.3 Carrier desires two-way SS7 Type 2B Interconnection to Fayette and Boonville, and may request Interconnection to other remote switches served off the Kirksville End Office host. At the time the Interconnection Facilities are ordered, Carrier will designate the Remote End Office Switches for which it wishes to obtain Interconnection. Carrier may interconnect at such Remote End Office Switches if such is technically feasible. SBC Missouri will provide all necessary assistance to Carrier in making that determination, including technical specifications of the Remote End Office Switch(es) in question.. The minutes of use ("MOU") rate for the Interconnection arrangement under this Section shall be in accordance with Sections 1.0 and 2.0 of Appendix PRICING.

2.1.3.1 If direct Interconnection at the Remote End Office Switch(es) referenced in Section 2.1.3 is not technically feasible, Carrier will interconnect at Kirksville. This Interconnection arrangement only provides connection between SBC Missouri End Users served by the designated Remote End Office Switch(es) served by the Kirksville End Office host and Carrier's End Users assigned to Carrier's interconnected NPA NXX's. The MOU rate for the Interconnection arrangement under this Section shall be in accordance with Sections 1.0 and 2.0 of Appendix PRICING.

2.1.4 The Carrier shall provide SBC Missouri with a semi-annual trunk forecast of intended mobile to land usage and land to mobile usage for each POI. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Terms, conditions, recurring and nonrecurring charges will apply as specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. When both Parties agree to utilize two-way facilities, charges will be shared by the Parties on a proportional (percentage) basis as described in the Shared Facility section of Appendix PRICING.

2.1.5 Interconnection Trunking Methods

Carrier may designate the interface it wants to receive from the following Trunk Side terminations at voice grade, DSO or DS1 level.

Carrier and SBC will interconnect directly in each LATA in which either party seeks to provide Local Calls and Switched Access Services traffic. Inter-tandem switching is not provided and Facility meet points must be within the SBC Missouri service area. Carrier will establish trunking for Local Calls and Switched Access Services traffic.

2.1.5.1 Type 2A: Provides a two-way Trunk Side connection between an SBC Missouri Tandem Switch and Carrier's network. Traffic in the mobile to land direction delivered on such an Interconnection Trunk Group must be destined for an NPA-NXX residing in a switch that homes on that SBC Missouri Tandem Switch. Type 2A Trunks shall be ordered as two-way.

2.1.5.2 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC Missouri Access Tandem. Local/Equal Access Trunk Groups carry Switched Access Services traffic and Local Calls. This Trunk Group requires an interface utilizing equal access signaling.

2.1.5.3 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC Missouri Access Tandem where the Carrier has homed its NPA NXX per the Local Exchange Routing Guide (LERG). Equal Access Trunk Groups carry Switched Access Services traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.6 Direct End Office Trunking

2.1.6.1 Where available, the Parties shall establish a two-way DEOT when Authorized Services traffic between Carrier and an SBC Missouri End Office requires twenty-four (24) or more Trunks. If the DEOT is designed to overflow, the traffic will be alternate routed to the appropriate SBC Missouri Tandem. DEOT's established by Carrier as direct finals will not overflow from either direction to any alternate route.

2.1.6.2 The Parties may establish or will migrate from one-way to two-way DEOT's when the two-way service becomes available in each SBC Missouri location.

2.1.6.3 Should Carrier fail to comply with this Section 2.1.6, SBC reserves the right, at its sole discretion, to restrict provisioning of additional trunks at the Tandem.

2.1.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

"Presently in MMC's current market area, HVCI is not available. In the event that it becomes available, the following provisions will apply:"

2.1.7.1 The Carrier shall establish a dedicated Trunk Group and provide the facility to the required designated Public Response HVCI/Mass Calling Network Access Tandem in each SBC Missouri local serving area. This Trunk Group shall be one-way mobile to land only and shall utilize MF signaling. In each local serving area in which SBC has established HVCI/Mass Calling Trunk Group, it is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection Trunk Groups. Carrier will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

2.1.7.1.1 This Trunk Group shall be sized as follows:

Number of End Users	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

2.1.7.2 If Carrier should acquire a HVCI/Mass Calling End User (e.g., a radio station), Carrier must provide its own HVCI/Mass Calling NXX and shall notify SBC Missouri at least sixty (60)

Days in advance of the need to establish a one-way land to mobile SS7 or MF Trunk Group from the SBC Missouri HVCI/Mass Calling Serving Office to the Carrier End User's serving office. Carrier will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group.

2.1.7.2.1 Carrier may request a meeting to coordinate with SBC Missouri the assignment of HVCI/Mass Calling telephone number from the existing Mass Calling NXX. In the event that the Carrier establishes a new Mass Calling NXX, Carrier must notify SBC Missouri a minimum of ninety (90) Days prior to deployment of the new HVCI/Mass Calling NXX. SBC Missouri will perform the necessary translations in its end offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SBC Missouri Public Response HVCI/Mass Calling Network Access Tandem to the Carrier's choke serving office.

2.2 Transit Traffic

This section sets forth the Transiting Service that SBC Missouri agrees to provide Carrier. Terms and Conditions for Transiting Compensation shall be addressed in section titled Transiting Service - Compensation.

- 2.2.1 Transit Traffic is intraMTA (local) traffic originated by Carriers End User that terminates to a Third Party (e.g., CMRS provider or LEC) subtending a SBC Missouri Tandem. Transit Traffic may not route via an SBC Missouri End Office Switch (with the exception of Type I DID numbers that reside in that End Office) and does not terminate to an SBC Missouri End User.
- 2.2.2 SBC Missouri will deliver calls destined to Carrier regardless of the Third Party originating the call. SBC Missouri has no responsibility for traffic routed from another Telecommunications Carrier's network to SBC Missouri's Tandem Switch destined for Carrier's MSC. SBC Missouri will pass along any CPN that is passed to SBC Missouri by a Third Party Provider that is transiting its network and terminating at MMC.
- 2.2.3 When Transit Traffic through the SBC Missouri Tandem requires twenty-four (24) or more trunks to any single subtending Third Party switch, Carrier shall establish a direct trunk group between itself and the Third Party switch where technically feasible, upon request from SBC Missouri. When direct trunk groups are established between Carrier and the subtending Third Party switch, Carrier will begin routing all traffic to Third Party over its direct trunk group destined to that Third Party switch; provided, however, Carrier may overflow traffic through the SBC Missouri Tandem to such Third Party switch, but such overflow traffic may not exceed 24 trunks.
- 2.2.4 If Carrier does not establish direct trunking for delivery of traffic as described above, SBC Missouri reserves the right to restrict provisioning of additional trunks at the Tandem.

2.3 Facility Locations

Carrier and SBC will interconnect directly in each LATA in which Carrier desires to exchange Local Calls and Switched Access Services traffic. Inter-tandem switching is not provided and each POI must be within SBC Missouri Territory.

- 2.3.1 Carrier and SBC Missouri shall mutually agree on a POI for each Facility with Trunks utilized to carry Authorized Services traffic between their respective networks. A POI may be located at:
 - 2.3.1.1 the SBC Missouri Wire Center where the Facilities terminate for Carrier to SBC Missouri Authorized Services traffic,

2.3.1.2 Carrier's MSC or Cell Site where the Facilities terminate for SBC Missouri to Carrier Authorized Services traffic, or

2.3.1.3 any technically feasible point in SBC Missouri's network.

2.3.2 Per LATA Requirement

Carrier acknowledges that SBC Missouri is restricted in its ability to pass traffic from one LATA to another under the Act.

2.3.3 Incumbent Local Exchange Carrier Requirement

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SBC Missouri in those areas where SBC Missouri is not the incumbent local exchange carrier, as defined in the Act.

2.4 Terms and Compensation for Use of Facilities:

2.4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a Third Party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to access services tariff or separate contract

2.4.2 The Parties will connect their networks (i.e., to and from the SBC Missouri Central Office Switch where the Facility connection is established) using digital Facilities of at least DS-1 transmission rates ("DS-1 Facilities"), where available.

2.4.3 The following shall apply solely for Facilities connecting the Parties networks dedicated for transport of Interconnection traffic and for transport of Transit Traffic.

2.4.3.1 Notwithstanding any other provision of this Agreement, SBC Missouri shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or to the extent that they exceed a distance of 14 miles (or the State's defined local calling area, whichever is greater) from the SBC Missouri Central Office Switch(or, if technically feasible, pursuant to Section 2.1.3 above, the Remote End Office Switch served off the Kirksville End Office host)where the Facility connection is established.

Further, notwithstanding the foregoing, if a Remote End Office Switch served off the Kirksville End Office host is within 14 miles (or the State's defined local calling area, whichever is greater) of the POI for SBC Missouri to Carrier Authorized Services traffic, in situations when Interconnection at such Remote End Office Switch is not technically feasible pursuant to Section 2.1.3.1 above, SBC Missouri shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that cross a LATA boundary, but, otherwise, the Parties' obligations to share the cost of the Facility as provided in this Section 2.4, between the SBC Missouri Kirksville End Office host switch where the Facility connection is established and such POI, shall apply.

2.4.3.2 In calculating the shared cost of Facilities, Carrier is responsible for the proportionate share of the Facilities and/or Trunks used to deliver Transit Traffic to Carrier's network under this Agreement.

2.4.4 Absent agreement of the Parties to the contrary, the cost of shared DS-1 Facilities will be split between the Parties either on relative actual Authorized Services traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual Authorized Services traffic measurement capabilities, according to the Shared Facility Factor listed in Appendix – Pricing (Wireless). Where traffic levels in a trunk group require multiple DS-1 Facilities and it would be less expensive for the Parties to share the cost of a single larger Facility solely for the purpose of Authorized Service's Traffic (e.g. one DS-3 as opposed to multiple DS-1's) the Parties shall share the cost of the larger Facilities the same as for the DS-1.

2.4.4.1 Each Party reserves the right to refuse or discontinue the use of a shared Facilities arrangement provided by the other Party, the Facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as but not limited to, term and notice provisions, and does not negate any obligation to deliver traffic pursuant to this Agreement.

2.4.4.2 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.

2.4.4.3 When a Party uses Facilities provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver traffic from its network that are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities.

2.4.5 If the Parties can not measure the actual amount of Authorized Services traffic delivered in both directions over such Facilities and/or Trunks, or cannot distinguish Transit Traffic from Local Traffic in the land-to-mobile direction, during the term hereof (in order to calculate the actual proportion of usage of such Facilities and/or Trunks by each Party), the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on SBC Missouri's network delivered to Carrier's two-way cellular network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's two-way cellular network delivered to SBC Missouri's network, and (2) the amount of Transit Traffic delivered to Carrier's two-way cellular network by SBC Missouri's. The Shared Facility Information must be Carrier-specific and relate to Carrier's two-way cellular network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that

becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such Carrier-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facility Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facility Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.

- 2.4.6 Due to the fact that MMC and SBC Missouri can measure the actual amount of such traffic delivered to it in minutes of use over such Facilities, each month SBC Missouri will issue Carrier a bill for 100% of the interconnecting Facilities costs. Carrier shall be responsible for measurement of all traffic over the direct connection Facilities and will issue to SBC Missouri a bill for its proportionate share of the Facilities cost based upon the Shared Facility Factor described in the Shared Facility section of Appendix – PRICING and developed by Carrier each month. If this procedure is followed, there will be no need to perform a true-up or make an adjustment for past usage. Bills rendered by either Party shall be paid by the "Due By Date", which date shall be no less than 23 days after the date of mailing such settlement statement.

2.5 Additional Interconnection Methods Available to Carrier

- 2.5.1 Carrier may provide its own Facilities and Transport for the delivery of Local Traffic from its MSC (or other mutually agreed upon point on Carrier's two-way cellular network) to SBC Missouri's network. Alternatively, Carrier may purchase an entrance facility and Transport from a third party or from SBC Missouri for the delivery of such traffic. Rates for entrance Facilities and Transport purchased from SBC Missouri are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.
- 2.5.2 Currently, Carrier does not require any collocation at SBC Missouri Facilities. Should this change, Carrier may request virtual collocation from SBC Missouri at the rates, terms and conditions specified in FCC Tariff No. 73, Section 25, and physical collocation as specified in applicable tariff or Parties may mutually agree to negotiate collocation provisions.
- 2.5.3 Carrier may request SONET Based Interconnection ("SBI") pursuant to SBC Missouri's tariff terms and conditions in FCC Tariff No. 73, Section 30.
- 2.5.4 When Carrier and SBC Missouri share SBC Missouri's Interconnection facilities, they shall do so at the rates specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as described in the Shared Facility section of the Appendix PRICING.

2.6 Technical Requirements and Standards

- 2.6.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself; provided, however, that such services shall be considered Special Requests.
- 2.6.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service. For minor changes, the Party's written notice will contain time lines associated with the changes or modification to the network. For major changes in either Party's network, the written notice will be given 120 days in advance. Each Party will be solely

responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities.

2.7 Utilization

2.7.1 Underutilization of Trunks exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

2.7.1.1 If a Trunk group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive three (3) month-period, either Party may request to have the Trunk Group resized, the Trunk Group shall not be left with more than twenty-five percent (25%) excess capacity. Neither Party will unreasonably refuse a request to resize the Trunk Group. In all cases, grade of service objectives shall be maintained. Any resizing that would cause existing trunk groups to increase to greater than seventy-five percent (75%) would not be requested.

2.7.1.2 If an alternate final Trunk Group is at seventy-five percent (75%) utilization or greater, a TGSR may be sent to the Carrier for the final and all subtending high usage Trunk Groups that are contributing a DS1 or greater amount of overflow to the final route.

2.8 Design Blocking Criteria

2.8.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

TABLE 1

Trunk Group Type	Design Blocking Objective
Type 2A	1%
Type 2A Equal Access (IXC)	0.5%
Type 2B (Final)	2%
Type 2C (911)	1%
Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

2.8.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic.

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to SBC Missouri's network for the Transport and Termination of such traffic to a SBC Missouri end user or for delivery by SBC Missouri to a Third Party Provider.

3.1.1.2 Carrier desires to direct Interconnect at Fayette and Boonville End Offices, which currently contain remote switches served off the Kirksville End Office host switch and may request Interconnection to other remote switches served off the Kirksville End Office host. At the time the Interconnection Facilities are ordered, Carrier will designate the remote End Offices for which it wishes to obtain Interconnection. If it is determined that it is technically feasible to Interconnect a Type 2B facility at such remote switches, Carrier will establish a POI within the serving wire center boundary of each such remote switch for the provision of Interconnection. If it is determined that Interconnection at such remote switches is not technically feasible, Carrier will establish a POI within the serving wire center boundary of the Fayette End Office for the provision of Interconnection. The Parties will share the cost of a two-way facility (which will carry traffic for all selected remote End Offices served off the Kirksville End Office host) between the Fayette End Office and the Kirksville End Office host. Costs will be shared on a percentage basis equal to the ratio of the Parties' Authorized Services respective traffic as described in the Shared Facility section of the Appendix – PRICING.

3.1.1.3 Carrier agrees not to pass any traffic to SBC Missouri for Transport or Termination beyond the LATA within which the applicable SBC Missouri End Office resides. This requirement shall remain in effect until SBC Missouri, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to the interLATA restrictions in its Territory. Nothing in this Section 3.1.1.3 shall limit Carrier's ability to pass traffic destined for an IXC over trunks described in Sections 2.1.5.2 and 2.1.5.3.

3.1.1.4 When Carrier delivers traffic to a SBC Missouri End Office and the called number utilizes SBC Missouri's call forwarding, SBC Missouri shall be deemed to be terminating such traffic and shall be entitled to Reciprocal Compensation under Section 1 of Appendix PRICING.

3.1.1.5 Unless Carrier elects to provision its own Facilities, SBC Missouri shall provide the physical plant Facilities that interconnect Carrier's two way cellular network with SBC Missouri's network. SBC Missouri will provision connecting Facilities under the rates, terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

3.1.2 Land to Mobile Traffic

3.1.2.1 Where Facilities are implemented between Carrier's two-way cellular network and SBC Missouri, SBC Missouri shall be responsible for the delivery of traffic from its network to the appropriate POI within the serving wire center boundary of the End Office or Tandem where the Facilities as provided for herein are located.

3.1.2.2 Unless SBC Missouri elects to have Carrier or a Third Party Provider provision Facilities, SBC Missouri shall provide the physical plant Facilities that Interconnect SBC Missouri's End Office with Carrier's POI located within the serving wire center boundary of such End Office providing Interconnection. SBC Missouri shall be responsible for the physical plant facility from its network to the POI within the wire center boundary of the End Office where the Interconnection occurs.

3.1.2.3 This Section 3.1.2.3 shall apply only if it is determined that direct Interconnection at remote

switches as described in Section 2.1.1. is not technically feasible. SBC Missouri provides service to various End Offices as remotes off of the Kirksville End Office as host. Carrier desires to receive Interconnection at the Fayette and Boonville End Offices, and may request Interconnection to other remote switches served off of the Kirksville End Office host. At the time the Interconnection Facilities are ordered, Carrier will designate the remote End Offices for which it wishes to obtain Interconnection. Normally, Carrier's POI for Interconnection must be within the local exchange area of the End Office where Interconnection is desired. However, where direct Interconnection with remote End Offices served off of the Kirksville End Office host has been determined to not be technically feasible, the POI will be established at the Fayette End Office. The Parties will then share the cost of the two-way facility (which will carry Authorized Services traffic for all selected remote End Offices served off of the Kirksville End Office host) between the Fayette End Office and the Kirksville End Office Host. Costs shall be shared on a percentage basis equal to the ratio of the Parties' respective traffic as described in the Shared Facility section of the Appendix – PRICING.

- 3.1.2.4 Where Facilities have been implemented between Carrier's two-way cellular network and SBC's network , calls to that Carrier's two-way cellular network shall be deemed to be within the Local Calling Area for any given SBC Missouri End Office where the NPA NXX codes of Carrier's two-way cellular network and rated within the serving wire center boundary of that SBC Missouri End Office.
- 3.1.2.5 When SBC Missouri delivers traffic to Carrier over a Facility and the called number has been forwarded, Carrier shall be deemed to be terminating such traffic and entitled to Reciprocal Compensation under Section 1 of Appendix PRICING.

3.1.3 Traffic To Third Party Providers

Carrier and SBC Missouri agree to limit the delivery of traffic over the Type 2B Trunking provided herein to dialed numbers destined for Carrier's two-way cellular network or NXXs that reside in SBC Missouri's End Office or Remote End Offices. Should either Party receive traffic from the other directed to a dialed number not within an NXX that resides in Carrier's two-way cellular network or SBC Missouri's End Offices or Remote End Offices, the receiving Party will direct such traffic to an intercept message. To the extent either Party exchanges traffic with Third Party Providers the exchange of such traffic will be governed by separate arrangements as set forth in Section X (Transit Traffic).

3.2 Reciprocal Compensation

3.2.1 Rates

The Parties shall provide each other Reciprocal Compensation for the Transport and Termination of Local Traffic at the rates specified in Appendix PRICING for traffic delivered across Facilities provided hereunder, except as excluded by Section 3.2.3 below. SBC Missouri shall compensate Carrier only for the Transport and Termination of Local Traffic originating on SBC Missouri's network destined for Carrier's two-way cellular network; Carrier shall compensate SBC Missouri for the Transport and Termination of Local Traffic originating on Carrier's two-way cellular network destined for SBC Missouri's network. Additional charges may also apply (on a non-reciprocal basis) as provided for in this Agreement.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent ruling of state or federal legislative bodies, courts, or regulatory agencies of

competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once the ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). In the event of such a ruling on rates from the Commission, true up shall provide each Party the level of compensation it would have received had the Commission-approved rates been in effect starting as of the Effective Date of this Agreement and ending on the earlier of the True Up Date or the date this Agreement expires or is terminated. The Parties shall complete true up 60 days after the True Up Date.

3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the Transport and Termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.2.3.1 InterMTA traffic;

3.2.3.2 Transit Traffic;

3.2.3.3 traffic which neither originates nor terminates on Carrier's two way cellular network

3.2.3.4 paging traffic; and

3.2.3.5 Non-CMRS traffic, other than traffic incidental to CMRS.

3.2.4 Compensation for Excluded Traffic

Traffic routed over Facilities will be assumed to not include any of the aforementioned exclusions and will be subject to the reciprocal compensation requirements of this Agreement, unless either Party advises the other, within sixty days of the exchange of such traffic, of any such traffic that included one or more of the excluded categories of traffic. The Party routing such excluded category of traffic on the Facilities will promptly remit to the other Party the compensation due for such traffic as set forth in Appendix – PRICING, in lieu of any other compensation.

3.2.5 Measuring Calls

In order to measure whether traffic is Local Traffic or InterMTA Traffic for purposes of calculating Reciprocal Compensation where direct connection facilities exist between a SGBT End Office and Carrier, the Parties agree as follows: For SGBT, the origination or termination point of a call shall be the End Office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the POI of such direct connection facility.

3.2.6 Conversation Time

For purposes of billing compensation for the interchange of local traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings by each Party. Conversation time begins when the terminating Party's network provides answer supervision and ends when the terminating Party's network provides or receives disconnect supervision or the call otherwise terminates.

3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

3.3.1 Facilities Charges.

A Party shall compensate the other (not on a reciprocal basis) for and in proportion to its use of facilities that are between the POIs established for land to mobile and mobile to land traffic and have been provided by the other Party.

3.3.2 Special Requests: All requests for (i) services covered by this Agreement for which Facilities do not exist, (ii) Facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in the Agreement, shall be handled as a Special Request, as described in section 6.1.2.2. Special Requests may include, without limitation, requests for fiber, microwave, alternate routing, redundant Facilities and other non-standard Facilities or services.

3.3.3 If either Party requests services, facilities or products from the other Party that are not covered by this Agreement, the requesting Party shall pay for such items in accordance with the normal prices for such items. If SBC Missouri provides the service or facility pursuant to tariff, the tariffed charges shall be the price at which SBC Missouri provides the service or facility and all applicable tariff terms and conditions shall control.

3.4 Traffic Subject to Access Charges

3.4.1 Terminating Switched Access Traffic

3.4.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in SBC Missouri's Federal and/or State Access Service tariffs and payable to SBC Missouri. Terminating Switched Access Traffic must be routed over Switched Access trunks and facilities purchased from SBC Missouri's Federal and/or State Access Service tariffs. This traffic must be terminated to SBC Missouri as Feature Group D (FGD) terminating switched access per SBC's Federal and/or State Access Service tariff.

3.4.1.2 Terminating Switched Access traffic shall not be routed at any time over Local Interconnection or Equal Access Interconnection trunks except for traffic destined to an IXC over trunking described in Sections 2.1.5.2 or 2.1.5.3. Notwithstanding any other provision of this Agreement, for all traffic sent over Local Interconnection or Equal Access trunks, except for traffic destined to an IXC over trunking described in Sections 2.1.5.2 or 2.1.5.3, determined by the Telco to be Terminating Switched Access Traffic, based on sample data from SBC Missouri network studies, SBC Missouri is authorized to charge, and Carrier will pay, the Terminating IntraLATA InterMTA traffic rate stated in Appendix Pricing – Wireless for such traffic retroactively to the Effective Date of this Agreement.

3.4.2 Terminating IntraLATA InterMTA Traffic

3.4.2.1 This traffic is routed over the Local Interconnection trunks within the LATA.

3.4.2.2 For the purpose of compensation between SBC Missouri and, Carrier under this Agreement, Terminating IntraLATA InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing – Wireless. SBC Missouri shall charge and Carrier shall pay the rate stated in Appendix Pricing – Wireless for all Terminating IntraLATA InterMTA Traffic terminated to SBC Missouri Customers.

3.4.2.3 If such traffic cannot be measured on a per MOU basis, a Terminating IntraLATA InterMTA Traffic percentage will be applied. This percentage will be based on the following formula:

Total minutes of use that are InterMTA & IntraLATA divided by Total SBC Missouri intrastate completed calls.

The percentage shall be applied to the total minutes terminated to SBC Missouri Customers over Carrier's Local Interconnection trunks. As of the Effective Date of this Agreement, the percentage is 5%. The Terminating IntraLATA InterMTA percentage shall remain in effect for the initial term of the Agreement. A new calculation of the percentage of Terminating IntraLATA InterMTA Traffic shall occur no more frequently than once every twenty-four (24)

months.

3.4.3 Originating Landline to CMRS Switched Access Traffic

3.4.3.1 This traffic is routed over the Local Interconnection trunks.

3.4.3.2 For the purpose of compensation between SBC Missouri and Carrier under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates and percentages stated in Appendix Pricing – Wireless. SBC Missouri is authorized to charge and Carrier shall pay the rates stated in Appendix Pricing – Wireless on a per MOU basis for all Originating Landline to CMRS Switched Access Traffic from SBC Missouri Customer. Carrier shall not charge and SBC Missouri shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

3.4.3.3 An Originating Landline to CMRS Switched Access traffic percentage will be developed from the Parties' records based on the V & H coordinates of the Cell Site to which the Carrier's Customer's mobile unit is connected at the beginning of the call. These records will be obtained from the Carrier's databases. The percentage will be based on the following formula:

Telco originated MOU delivered by Telco to Carrier's network that terminate InterMTA divided by all Telco originated MOU delivered by SBC Missouri to Carrier's network.

If an Origination Landline to CMRS Switched Access Traffic percentage is not established, within thirty (30) Days of the execution of this Agreement, the Parties may retain a mutually acceptable third party who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the data necessary for this formula) to be completed within sixty- (60) Days of execution of this Agreement. The Parties shall share the costs of the third party audit equally. The Originating Landline to CMRS Switched Access percentage shall remain in effect for the initial term of the Agreement. A new audit to determine the percentage of Originating Landline to CMRS Switched Access traffic shall occur no more frequently than once every twenty-four (24) months. As of the Effective Date of this Agreement, the percentage shall be 5% for Mid Missouri Cellular.

The percentage shall be applied to the total minutes originated by SBC Missouri's Customers delivered to Carrier's network over Carrier's Local Interconnection trunks.

3.4.4 Both Parties agree to abide by the resolution for OBF Issue 2308- Recording and Signaling Changes Required to Support Billing. But, it cannot be used to change the carrier specific percentages for the term of the Agreement.

3.5 Transiting Service - Compensation

3.5.1 Transiting Service will be provided by SBC Missouri. SBC Missouri's Transiting Service allows Carrier (a) to send traffic to a Third Party network through SBC Missouri's Tandem Switch and (b) to receive traffic from a Third Party network through SBC Missouri's Tandem Switch. A Transiting Service rate applies to all Conversation MOU between Carrier's network and a Third Party's network for Transit Traffic that transits SBC Missouri's network. Carrier is only responsible for payment of the appropriate SBC Missouri Transiting Service rates on Transit Traffic originating on its network delivered to SBC Missouri. SBC Missouri Transiting Service rate is only applicable when calls do not originate with (or terminate to) SBC Missouri's End User. The rates that SBC Missouri shall charge for Transiting Service are specified in Appendix – Pricing (Wireless). Carrier

shall deliver traffic to be handled by SBC Missouri's Transiting Service to SBC Missouri's Tandem Switch(s).

3.5.2 Billing. Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through SBC Missouri's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOU on its bill to SBC Missouri (for reciprocal compensation) a percentage that is equal to the percentage that Transit Traffic minutes bear to the total billed Conversation MOU on SBC Missouri's bill to Carrier (for reciprocal compensation) for the same time period. This adjustment will account for Transit Traffic delivered to Carrier by SBC Missouri.

3.5.2.1 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an SBC Missouri End Office Switch. Carrier shall not deliver traffic to SBC Missouri under this Agreement from a non-CMRS Telecommunications Carrier.

3.5.3 Third Party Arrangements. Carrier shall establish billing arrangements directly with any Third Party Telecommunications Carriers to which it may send traffic by means of SBC Missouri's Transiting Service. In the event that Carrier does send traffic through SBC Missouri's network to a Third Party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such Third Party Telecommunications Carrier makes a Claim against SBC Missouri for compensation, SBC Missouri will advise both Carrier and the Third Party Telecommunications Carrier that they need to resolve the matter between themselves. If SBC Missouri does so, then Carrier will indemnify SBC Missouri for any subsequent termination charges SBC Missouri subsequently is ordered by a regulatory agency or court to pay such Third Party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, SBC Missouri agrees to allow Carrier to participate as a party.

3.6 Signaling

SWBT will provision Connecting Facilities using multi-frequency signaling; however, SWBT will provide Signaling System 7 ("SS7") at Carrier's request and as available in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. The Parties shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple STPs in the provisioning of mobile to land traffic or land to mobile traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is applicable) and SBC Missouri's STP shall be shared by the Parties based on the percentage, as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

4. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

The routing of other types of traffic such as 800/888 traffic, 911/E911 traffic, Operator Services and Directory Assistance is beyond the scope of this Agreement. The Parties agree that they will deliver no such types of traffic to each other over the End Office Interconnection Facilities provided pursuant to this Agreement.

4.1 Routing and Rating

4.1.1 Each NPA-NXX must have a single Rating Point and that Rating Point must be associated with a SBC Missouri End Office Switch or other end office switches sub-tending or directly connected to the SBC Missouri Tandem Switch where a Type 2A Trunk Group is located or the End Office Switch where a Type 2B or Type 1 Trunk Group is located; provided however, that the Rating Point

may be designated anywhere in the LATA when the Commission so rules in a proceeding binding SBC Missouri. The Rating Point does not have to be the same as the Routing Point.

4.1.2 All terminating traffic delivered by Carrier to a Tandem Switch over a local interconnection for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. SBC Missouri shall provide notice to Carrier pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting or such traffic may be blocked.

4.1.3 Delivery of traffic

4.3.1.1 The Parties agree that the first choice in routing Authorized Services traffic between the Parties shall be through the Trunk Groups described in this Section 4.1.3.1. Absent Type 2A or Type 2B Trunk Groups, the Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.

4.1.3.1.1 Carrier shall route mobile-to-land traffic over an established Type 2A Trunk Group dedicated to the delivery of Authorized Services traffic to an SBC-Missouri Tandem, when such traffic is destined to NPA/NXXs homed to End Offices that subtend such Tandem. Carrier shall route mobile-to-land traffic over an established Type 2B Trunk Group dedicated to the delivery of Authorized Services traffic to an SBC-Missouri End Office, when such traffic is destined to NPA/NXXs homed to such SBC Missouri End Office.

4.1.3.1.2 SBC Missouri shall route Authorized Services land-to-mobile traffic destined for the Carrier's MSC over an established Type 2A Trunk Group dedicated to the delivery of Authorized Services traffic from an SBC Missouri Tandem or subtending End Office, or over an established Type 2B Trunk Group dedicated to the delivery of Authorized Services traffic from an SBC Missouri End Office.

4.1.3.2 For Type 2 Trunk Groups (i.e., Type 2A and Type 2B), Carrier will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all Code opening information necessary for routing traffic on these Trunk Groups. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the SBC Missouri Tandem Switch where traffic to SBC Missouri NXXs in the same NPA is homed.

4.1.3.3 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. SBC Missouri will deliver all appropriately routed calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, SBC Missouri has no responsibility for traffic routed through another Telecommunications Carrier's network to SBC Missouri's Tandem Switch destined for Carrier's MSC. SBC Missouri will however, pass along any CPN that is passed to SBC by a third party that is transiting its network and terminating at MMC.

4.1.3.4 SBC Missouri will not route traffic to Carrier via a third party tandem. Carrier shall not route traffic to SBC Missouri via a third party tandem.

4.1.4 If either Party originates Local Calls traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix-Pricing (Wireless) to the originating Party. Any charges imposed by the Third Party

Telecommunications Carrier are the responsibility of the originating Party. Notwithstanding any other provision in this Agreement (except as provided for in 4.1.3), neither Party is responsible for payment of such transport and termination rates for traffic destined to the other Party when the calling party is the end user of an IXC and not the End User of a Party for the call, or when an IXC delivers traffic directly to the network of the terminating Party and such IXC is subject to terminating access charges imposed by the terminating Party.

- 4.1.5 Carrier shall not route over the Interconnection Trunks provided pursuant to this Agreement terminating traffic it receives from or through an IXC that is destined for SBC Missouri's End Office Switches.
- 4.1.6 Carrier shall not deliver traffic to SBC Missouri under this Agreement from a non-CMRS Telecommunications Carrier.
- 4.1.7 All traffic received by SBC Missouri at an End Office Switch from the Carrier must terminate to that End Office or Remote End Office. End Offices Switches do not perform Tandem-switching functions.

5. ADDITIONAL ORDERING AND BILLING PROVISIONS

5.1 Ordering

- 5.1.1 Carrier will be responsible for ordering all Interconnection Trunk Groups.
- 5.1.2 Orders from Carrier to SBC Missouri to establish, add, change, or disconnect Trunks shall be submitted using SBC Missouri's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.
- 5.1.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among SBC Missouri and Carrier work groups, including but not limited to the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, facility grooming or major network rearrangements.
- 5.1.4 Due dates for the installation of Trunk Groups covered by this Agreement shall be based on SBC Missouri's standard installation intervals for intrastate switched access Facilities.

5.2 Trunk Servicing

- 5.2.1 The Parties will jointly manage the capacity of Trunk Groups. A Trunk Group Service Request (TGSR) will be sent by SBC Missouri to notify the Carrier to establish or make modifications to existing Trunk Groups. Carrier will issue an ASR to SBC Missouri's Wireless Access Service Center, to begin the provisioning process:
 - 5.2.1.1 Within ten (10) Business Days after receipt of the TGSR or other notification; or
 - 5.2.1.2 At any time as a result of Carrier's own capacity management assessment.
- 5.2.2 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of Carrier's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.
- 5.2.3 If SBC Missouri does not receive an ASR, or if the Carrier does not respond to the TGSR by scheduling a joint discussion within the twenty (20) Business Day period, SBC Missouri will attempt to contact Carrier to schedule a joint planning discussion. If Carrier will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational,

SBC Missouri will issue an ASR to resize the Interconnection Trunks and Facilities.

5.2.4 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the Carrier.

5.3 Special Requests

5.3.1 The Parties recognize that Special Requests may be made of the other Party pursuant to Section 3.3.2 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

5.3.2 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

5.4 Terms and Compensation for Use of Facilities:

5.4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a Third Party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to access services tariff or separate contract.

5.4.2 The Parties will connect their networks (i.e., to and from the SBC Missouri Central Office Switch where the Facility connection is established) using digital Facilities of at least DS-1 transmission rates ("DS-1 Facilities"), where available.

5.4.3 The following shall apply solely for Facilities connecting the Parties networks dedicated for transport of Interconnection traffic and for transport of Transit Traffic.

5.4.3.1 Notwithstanding any other provision of this Agreement, SBC Missouri shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or to the extent that they exceed a distance of 14 miles (or the State's defined local calling area, whichever is greater) from the SBC Missouri Central Office Switch(or, if technically feasible, pursuant to Section 2.1.3 above, the Remote End Office Switch served off the Kirksville End Office host)where the Facility connection is established.

Further, notwithstanding the foregoing, if a Remote End Office Switch served off the Kirksville End Office host is within 14 miles (or the State's defined local calling area, whichever is greater) of the POI for SBC Missouri to Carrier Authorized Services traffic, in situations when Interconnection at such Remote End Office Switch is not technically feasible pursuant to Section 2.1.3.1 above, SBC Missouri shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that cross a LATA boundary, but, otherwise, the Parties' obligations to share the cost of the Facility as provided in this Section 2.4, between the SBC Missouri Kirksville End Office host switch where the Facility connection is established and such POI, shall apply.

5.4.3.2 In calculating the shared cost of Facilities, Carrier is responsible for the proportionate share of the Facilities and/or Trunks used to deliver Transit Traffic to Carrier's network under this Agreement.

5.4.3.3 Absent agreement of the Parties to the contrary, the cost of shared DS-1 Facilities will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the Shared Facility Factor listed in Appendix – Pricing (Wireless). Where traffic levels in a trunk group require multiple DS-1 Facilities and it would be less expensive for the Parties to share the cost of a single larger Facility solely for the purpose of Authorized Service's Traffic (e.g. one DS-3 as opposed to multiple DS-1's) the Parties shall share the cost of the larger Facilities the same as for the DS-1.

5.4.3.3.1 Each Party reserves the right to refuse or discontinue the use of a shared Facilities arrangement provided by the other Party, the Facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as but not limited to, term and notice provisions.

5.4.3.3.2 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.

5.4.4 Each Party shall deliver to the other Party a monthly bill (at the rates contained in Appendix – PRICING) for usage of Local Traffic originating on the other Party's network and terminating on the billing Party's network.

5.4.5 Each month SWBT will issue Carrier a bill for 100% of the interconnecting facilities costs. Carrier shall be responsible for measurement of all traffic over the direct connection facilities and will issue to SWBT a bill for its proportionate share of the facilities cost based upon the Shared Facility Factor described in the Shared Facility section of Appendix – PRICING and developed by Carrier each month. If this procedure is followed, there will be no need to perform a true-up or make an adjustment for past usage. Bills rendered by either Party shall be paid by the "Due By Date", which date shall be no less than 23 days after the date of mailing such settlement statement.

5.4.6 Late Charges

5.4.6.1 Bills will be considered past due if not received by the "Due By Date", and are payable in immediately available funds. If the entire amount due, exclusive of any amount disputed, is not received by the "Due By Date" shown on the bill, then late payment charges will apply to the unpaid balance. The late payment charges will be the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or 0.000590, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

5.5 Miscellaneous Nonrecurring Charges

5.5.1 Maintenance of Service Charge

When one Party reports trouble to the other Party for clearance and no trouble is found in that Party's network, the Party reporting such trouble shall be responsible for payment of a Maintenance of Service Charge for the period of time when the other Party's personnel are dispatched to clear such reported trouble. In the event of an intermittent service problem that is eventually found to be in the second Party's network, the reporting Party shall receive a credit for any Maintenance of

Service Charges applied in conjunction with this service problem.

If the carrier reports trouble to SBC Missouri for clearance and SBC Missouri personnel are not allowed access to the Carrier's premises, the Maintenance of Service Charge will apply for the time the SBC Missouri personnel are dispatched; provided that SBC Missouri and Carrier have agreed upon a specific time for the service visit.

5.5.2 Additional Engineering Charges

Additional Engineering charges will be billed to the Carrier when SBC Missouri incurs engineering time to customize the Carrier's service at the Carrier's request.

5.5.3 Additional Labor Charges

Additional labor will be charged when SBC Missouri installs facilities outside of normally scheduled working hours at the customer's request. Additional labor also includes all time in excess of one-half (½) hour during which SBC Missouri personnel stand-by to make installation acceptance test or cooperative test with a Carrier to verify facility repair on a given service where such stand-by time is due to the unavailability of Carrier's personnel for such testing. Stand-by time shall not be charged by SBC Missouri where SBC Missouri personnel are standing-by awaiting SBC Missouri personnel or services.

5.5.4 Access Order Charge

An Access Order charge applies whenever Carrier requests installation, addition, rearrangement, change or move of the Interconnection services associated with this agreement and shall be charged as set forth in Section 7, "Rates and Charges" of SWBT Tariff P.S.C. Mo. - No. 40, Wireless Carrier Interconnection Service Tariff.

5.5.5 Design Change Charge

A Design Change Charge applies when SBC Missouri personnel review Carrier's Interconnection service to determine what changes in the design of the service are required as a result of request(s) by the Carrier. SBC Missouri will notify Carrier when the Design Change Charge would apply and shall charged as set forth in Section 7, "Rates and Charges" of SWBT Tariff P.S.C. Mo. - No. 40, Wireless Carrier Interconnection Service Tariff.

5.5.6 Service Date Change Charge

The Service Date Change Charge applies when the Carrier requests a change in the date of installation or rearrangement of Interconnection service. The customer may request changes provided that the new date is no more than 45 calendar days beyond the original service date, unless the requested changes are associated with an order which has been designated as a "special project". If a change or rearrangement of Interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

5.5.7 Access Carrier Name and Address (ACNA), Billing Account Number (BAN) and Circuit Identification Change Charges

These charges apply whenever the Carrier requests changes in their ACNA, their BAN number or their Circuit Ids, respectively.

5.5.8 Supersedure

This charge also applies when Carrier assumes the license of and incorporates the Interconnection services provided to another Carrier into Carrier's account.

6. NETWORK MAINTENANCE AND MANAGEMENT

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, subject to the confidentiality provisions herein.

6.1 Network Management Controls

- 6.1.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events. Each Party agrees, at a minimum, to maintain the network traffic management controls capabilities set forth in SBC Missouri's Wireless Interconnection Handbook, a copy of which has been provided to Carrier. The Parties acknowledge that the Handbook may be amended by SBC Missouri from time to time as reasonably needed to further the goal of enhancing network reliability.
- 6.1.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's Customers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 6.1.3 Carrier's use of any SBC Missouri facilities, or of its own equipment or that of a third party in conjunction with any SBC Missouri facilities, shall not materially interfere with or impair service over any facilities of SBC Missouri, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC Missouri may discontinue or refuse service if Carrier violates this provision, provided that such termination of service will be limited to Carrier's use of a facility, where appropriate.

7. NUMBERING ISSUES

7.1 Access to Numbering Resources

Carrier shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers. Carrier will perform its own LERG updates at its own expense.

7.2 Local Dialing Parity

SBC Missouri agrees that local dialing parity will be available to Carrier in accordance with the Act.

8. VERIFICATION REVIEWS

- 8.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 8.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

8.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

8.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

8.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

9. LIABILITY AND INDEMNIFICATION

9.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay, or error occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of a Party or which arise from the use of that Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

9.2 NO CONSEQUENTIAL DAMAGES

NEITHER SWBT NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY SWBT OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES,

NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

- 9.3 Each Party shall be indemnified and held harmless by the other Party against claims and damages by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes. The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.
- 9.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

10. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 10.1 For purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will automatically be deemed proprietary to the Discloser and subject to this Section 10, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its attorneys and its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.
- 10.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 10.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

10.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Discloser to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

10.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.

10.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination for a period of two years.

10.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

10.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

10.9 Nothing herein shall be read to preclude the ability of a Party to disclose Confidential Information as required by the FCC, the Commission or as required by a court of competent jurisdiction. The Party shall provide the Discloser notification of the Party's intent to provide such information and shall be free to do so unless the Discloser is able to lawfully quash or otherwise relieve the Party of its obligation to disclose.

11. PUBLICITY

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

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

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

12.1.1 Unless otherwise agreed, no Claims will be brought for disputes arising under this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. No Claims subject to Access Service Center ("ASC") Dispute Resolution, will be brought for disputes arising under this Agreement more than twelve (12) months from the Payment Due Date of the invoice giving rise to the dispute. Claims involving withheld amounts are subject to Section 12.4.6.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement, using the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

12.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

- 12.3.1.1 ASC Dispute Resolution;
- 12.3.1.2 Informal Dispute Resolution; and
- 12.3.1.3 Formal Dispute Resolution.

12.4 ASC Dispute Resolution

12.4.1 The following Dispute Resolution procedures will apply with respect to any disputed amounts invoiced pursuant to or relating to the Agreement ("Disputed Amounts").

12.4.2 Any notice of Disputed Amounts given by Carrier to SBC Missouri shall be referred to SBC Missouri's ASC for resolution.

12.4.3 A Party with a bona fide dispute regarding any amounts invoiced ("Disputing Party") shall provide written notice of Disputed Amounts to the other Party ("Notice of Disputed Amounts").

12.4.4 The Notice of Disputed Amounts shall contain the following: (i) the date of the invoice in question, (ii) the account number or other identification of the invoice in question, (iii) the circuit ID number or Trunk number in question, (iv) any USOC (Universal Service Order Code) or other descriptive information in question, (v) the amount invoiced, (vi) the amount in dispute, and (vii) the basis of the dispute.

12.4.5 If a Disputing Party is withholding payment of Disputed Amounts, a Notice of Disputed Amounts must be received by the other Party by the Payment Due Date of the invoice in question.

12.4.6 Failure to timely provide the Notice of Disputed Amounts (including the required information and documentation) shall constitute the Disputing Party's irrevocable and full waiver of its dispute pertaining to the subject Disputed Amounts, and such withheld amounts shall be deemed past due, and late payment charges shall apply.

- 12.4.6.1 The Parties shall attempt to resolve disputes regarding withheld payments within sixty (60) Days of the invoicing Party's receipt of Notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) Days of such sixty-

(60) Day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

12.4.6.2 The Parties shall attempt to resolve Disputed Amounts regarding fully paid invoices within ninety (90) Days of the invoicing Party's receipt of Notice of Disputed Amounts, but resolution may take longer depending on the complexity of the dispute. However, if the dispute is not resolved within the first forty-five (45) Days of such ninety-(90) Day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

12.4.7 Either Party may invoke Informal Resolution of Disputes upon written notice ("Informal Dispute Resolution Notice") received by the other Party within ten (10) Business Days after the expiration of the time frames contained in Sections 12.4.6.1 and 12.4.6.2; however, the Parties may, by mutual agreement, proceed to Informal Resolution of Disputes at any time during such time frames. If the Parties do not resolve issues through ACS dispute resolution, then the Parties can move to Informal Dispute Resolution.

12.5 Informal Resolution of Disputes

12.5.1 Upon a Party's receipt of an Informal Dispute Notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the prior written concurrence of both Parties. Documents identified in or provided with such communications, not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in an arbitration or lawsuit.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 12.5, then either Party may invoke the following Formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration ("Arbitration Notice"). Unless agreed upon by the Parties, Formal Dispute Resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) Days after receipt of the Informal Dispute Resolution Notice.

12.7 Claims Subject to Mandatory Arbitration.

12.7.1 Claims, if not settled through Informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7.1.1 below:

12.7.1.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.4. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.4, the Parties will annualize the number of months actually billed.

12.7.2 Claims Subject to Elective Arbitration. All Claims not described in Section 6.7.1.1 above will be subject to arbitration if, and only if, the Claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.7.3 Claims Not Subject to Arbitration. If the following Claims are not resolved through Informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

12.7.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.7.3.2 Actions to compel compliance with the Dispute Resolution process.

12.7.3.3 All claims arising under federal or state statute(s), including antitrust claims.

12.8 Arbitration

12.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single neutral arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree.

12.8.2 The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes.

12.8.3 Each arbitration will be held in St. Louis, Missouri, unless the Parties agree otherwise.

12.8.4 The arbitrator shall be knowledgeable of telecommunications issues.

12.8.5 The arbitrator will control the scheduling so as to process the matter expeditiously.

12.8.6 The arbitration hearing will be requested to commence within sixty (60) Days of the demand for arbitration.

12.8.7 The times specified in this Section 12.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

12.8.8 The Parties may submit written briefs upon a schedule determined by the arbitrator.

12.8.9 The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) Days after the close of hearings.

12.8.10 The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.

12.8.11 Each Party will bear its own costs of these procedures, including attorneys' fees.

12.8.12 The Parties will equally split the fees of the arbitration and the arbitrator.

12.8.13 The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.

12.8.14 Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.9 Resolution of ASC Disputes

12.9.1 The following provisions apply specifically to the resolution of ASC disputes.

12.9.1.1 When ASC disputes are resolved in favor of the Disputing Party, the following will occur within thirty (30) Days:

12.9.1.2 Interest will be paid by the invoicing Party on any amounts paid in excess of the amount found to be due according to the ASC Dispute Resolution from the date of Notice of Disputed Amounts.

12.9.1.3 Payments made in excess of the amount found to be due according to the ASC Dispute Resolution will be reimbursed by the invoicing Party.

12.9.2 When ASC disputes are resolved in favor of the invoicing Party, the following will occur within thirty (30) Days:

12.9.2.1 Late payment charges calculated from the Payment Due Date through date of remittance will be paid by the Disputing Party on any amount not paid that was found to be due according to the ASC Dispute Resolution.

12.9.2.2 Any amounts not paid but found to be due according to the ASC Dispute Resolution will be paid to the invoicing Party.

12.9.2.3 Failure by a Party to pay any charges determined to be owed within the applicable time period specified above shall be considered a failure to perform a material obligation or a breach of a material term of this Agreement.

13. INTERVENING LAW

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC-Missouri shall have no obligation to provide UNEs, combinations of UNEs, combinations of

UNE(s) and Carrier's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Except to the extent that SBC-Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-Missouri state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-Missouri's right to exercise its option at any time to adopt on a date specified by SBC-Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement or, to the extent such dispute involves the terms of this Agreement, by arbitration before the PSC.

14. SECTION 252(i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIER AGREEMENTS

If SWBT enters into an agreement approved by the Commission providing for Interconnection and Reciprocal Compensation with another CMRS provider in the State of Missouri (the "Other Agreement") approved by the Missouri Commission or FCC pursuant to Section 252 of the Act (regardless of whether the approved agreement was negotiated or arbitrated), SBC Missouri will make available to Carrier the Other Agreement in its entirety. Except as expressly provided by applicable FCC rules, SBC Missouri will have no obligation to offer any part of the Other Agreement separately from the whole, nor to offer the Other Agreement (even in its entirety) beyond the termination date of the Other Agreement.

15. ACCESS TO RIGHTS OF WAY

The provisions concerning Carrier's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix POLES, CONDUIT, AND ROW to be negotiated and entered into by the Parties after the execution of this Agreement. At such time, the Appendix shall be deemed incorporated into and part of this Agreement.

16. CERTIFICATION REQUIREMENTS

Carrier warrants that it has obtained all necessary jurisdictional certification required in those jurisdictions in which Carrier has ordered services pursuant to this Agreement. Upon request by any governmental entity, Carrier shall provide proof of certification to SWBT.

17. MISCELLANEOUS PROVISIONS

17.1 Effective Date

The Parties shall effectuate all the terms of this Agreement as of the date the last Party executes this Agreement ("Effective Date") in conjunction with final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act;

provided however, the Parties agree to make arrangements to pay one another for the period from the Effective Date to the date in which both Parties can implement changes in their respective billing systems or arrangements. The Parties agree that the implementation of changes to bill systems or arrangements will not exceed sixty (60) days.

17.2 Term and Termination

- 17.2.1 In SBC-Missouri, the effective date of this Agreement (the "Effective Date") shall be ten (10) Days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 17.2.2 Either Party may terminate this Agreement upon thirty (30) days written notice of material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party.

Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT	SBC-MISSOURI CONTACT
NAME/TITLE	Kevin Dawson, General Manager	Contract Management ATTN: Notices Manager
STREET ADDRESS	1500 South Limit	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Sedalia, Missouri 65301	Dallas, TX 75202-5398
FACSIMILE NUMBER	660-620-1116	214-464-2006

- 17.2.3 Carrier's E-mail address for Accessible Letters: kdawson@iland.net
- 17.2.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.
- 17.2.5 SBC Missouri communicates official information to Carrier's via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.2.6 SBC Missouri Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.2.7 Carrier may designate up to a maximum of ten (10) recipients for SBC Missouri's Accessible Letter notification via e-mail.
- 17.2.8 Carrier shall submit to SBC Missouri a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom Carrier requests Accessible Letter notification be sent. Carrier shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any Carrier recipient of Accessible Letters. Any completed Accessible

Letter Recipient Change Request Form shall be deemed effective ten (10) Days following receipt by SBC Missouri. SBC Missouri may, at its discretion, change the process by which the Carrier provides Accessible Letter recipient information. Changes to this process will be developed through the Carrier User Forum process and will be implemented only with the concurrence of the Carrier User Form Global Issues group.

17.3 Binding Effect

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

17.4 Assignment

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that SBC Missouri and Carrier may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a 100 per cent owned affiliate of the assigning Party or, any entity which acquires essentially all of the assets or ownership of either Party. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

17.5 Third Party Beneficiaries

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

17.6 Force Majeure

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

17.7 DISCLAIMER OF WARRANTIES

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

17.8 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on

liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 10.

17.9 Waiver

The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

17.10 Trademarks and Trade Names

Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

17.11 Taxes

17.11.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. The providing Party will bill all applicable Tax and the purchasing Party will pay all applicable Tax for all time periods until the purchasing Party presents the providing Party a valid tax exemption certificate.

17.11.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. If the purchasing Party remits to the providing Party Tax billed by the providing Party and the providing Party fails to remit such Tax to the applicable taxing authority or return such Tax to the purchasing Party, the providing Party shall indemnify the purchasing Party for any duplicate Tax the purchasing Party is required to remit to the applicable taxing authority.

17.11.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

17.11.4 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.

17.11.5 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

17.12 Relationship of the Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

17.13 Services

Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

17.14 Notices

In an event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To SBC Missouri:

Director – Contract Management
SBC Missouri
311 S. Akard
Four Bell Plaza, Room 1820
Dallas, TX 75202-5398
Fax: 214-858-0775

To Carrier:

Northwest Missouri Cellular Limited Partnership
d/b/a Northwest Missouri Cellular
118 East Nodaway
Oregon, MO 64473
Fax: 202-371-1558

Copy to:

Martian Hotchkiss
Southwestern Bell
208 S. Akard
One Bell Plaza, Room 2900
Dallas, TX 75202-4208
Fax: 214-464-1138

Michael K. Kurtis, Esquire
Bennet & Bennet, PLLC
1000 Potomac Street, NW
Suite 200
Washington, D.C. 20007
Fax: 202 328-1231

17.15 Expenses

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

17.16 Headings

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

17.17 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri, except insofar as federal law may control any aspect to this Agreement, in which case federal law will govern. The Parties submit to personal jurisdiction in Cole County, Missouri and waive any and all objections to such venue.

17.18 Multiple Counterparts

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

17.19 Complete Terms

This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless provided for elsewhere in this Agreement, recurring and nonrecurring charges contained in Appendix PRICING, will not be changed during the term of this Agreement, except by the mutual written consent of the Parties. Rates, charges, terms and conditions established by reference to tariffs will change as the applicable tariff changes effective as of the effective date of such tariff changes.

If this Agreement is acceptable to Carrier and SGBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SGBT until executed by both parties.

Northwest Missouri Cellular Limited Partnership d/b/a
Northwest Missouri Cellular

Signature:



Name: Robert D. Williams

(Print or Type)

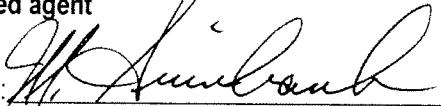
Title: Chairman

(Print or Type)

Date: 01/31/05

Southwestern Bell Telephone, L.P. d/b/a SBC
Missouri by SBC Telecommunications, Inc., its
authorized agent

Signature:



Name: Mike Auinbauh

(Print or Type)

Title: For ANP-Local Interconnection Marketing

Date: FEB 16 2005

FACILITIES-BASED OCN# 5271

ACNA NIS

000038

MISSOURI
APPENDIX -- PRICING

APPENDIX-PRICING

1.0 Local Traffic -- Mobile to Land Interconnection Rates Per Minute of Use

Type 1	\$.002047
Type 2B	\$.002047
Type 2A	\$.00406

2.0 Local Traffic -- Land to Mobile Interconnection Rates Per Minute of Use

Type 1	\$0.003790
Type 2B	\$0.003790
Type 2A	\$0.003790

3.0 Excluded Traffic Categories

3.1 Terminating Switched Access Traffic

\$.028168

originating landline to CMRS switched access traffic rate:

\$0.010674

3.2 Transit Traffic. If such traffic is placed on the facilities covered by this Agreement, it shall be compensated on a per minute of use basis as follows:

\$.001959

3.3 Traffic which neither originates nor terminates on Carrier's two way cellular network. If such traffic is placed on the facilities covered by this Agreement, the Party delivering such traffic to the other Party shall identify the carrier who originated such traffic or the carrier who delivered such traffic to it so that the Party who receives such traffic may charge access to such originating carrier. The party placing the traffic on the facilities shall pay compensation on a per minute of use basis as follows:

\$.004

4.0 Carrier facilities will be provided at the same rates, terms, and conditions that SBC Missouri provides the same type facilities to Carrier.

5.0 Shared Facility

The Shared Facility Factor will be developed monthly based upon actual measurements recorded by Carrier of the traffic terminating to Carrier and SBC Missouri over the facilities covered by this Agreement. Each month SBC Missouri will issue to Carrier a bill for 100% of the shared facilities costs and each month Carrier will issue a bill to SBC Missouri for its proportionate share of the facilities based upon the Shared Facility Factor developed by Carrier. SBC Missouri may request and Carrier shall provide, in response to such a request, copies of measurement recordings to verify the accuracy of the proportionate billing.

6.0 Signaling System 7 ("SS7") Transport (where two or more STPs are involved)

MISSOURI
APPENDIX -- PRICING

	Rate per million octets	\$2.39
7.0	Miscellaneous Nonrecurring Charges	
	Maintenance of Service	
	Basic Time	1st 1/2 hr. \$ 26.24
	Overtime	1st 1/2 hr. \$ 31.65
	Premium Time	1st 1/2 hr. \$ 31.65
	Access Order Charge	Switched Services \$ 17.00 Special Services \$ 14.00
	Design Change	\$ 32.96
	Service Date Change	\$ 14.77
	ACNA Change	\$ 22.00 per trunk group
	BAN Change	\$22.00 per Billing Account Number
	CKT ID Change	\$ 22.00 per trunk group
	Additional Engineering	
	Basic Time	1st 1/2 hr. \$ 34.59
	Overtime	1st 1/2 hr. \$ 41.37
	Additional Labor Rates	
	Installation	
	Basic Time	1st 1/2 hr. \$ 36.35
	Overtime	1st 1/2 hr. \$ 41.77
	Testing & Maintenance	
	Basic Time	1st 1/2 hr. \$ 30.93
	Overtime	1st 1/2 hr. \$ 36.35
	Supersede	Switched Services \$ 17.00 Special Services \$ 14.00
	Cancellation Charge	No. of business days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge.
	Rollover Charges	A rollover is a Carrier initiated move that involves a change of a point of termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service applies when Carrier requests a rollover.

MISSOURI
APPENDIX -- PRICING

8.0 Miscellaneous Nonrecurring Charges

Non-recurring charges for Carrier-provided facilities and services shall be at the same rates charged by SWBT to Carrier.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
NORTHWEST MISSOURI CELLULAR, L.P.**

Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri, as the Incumbent Local Exchange Carrier in Missouri, (hereafter, "ILEC") and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular as a Commercial Mobile Radio Service ("CMRS") provider in Missouri, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Missouri ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). A CMRS provider is not a "LEC."

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Missouri (the "Offer") to exchange traffic on and after June 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-Bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for all ISP-Bound Traffic and all Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic.

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-Bound Traffic is subject to the growth caps in Section 2.3, the new market restrictions in Section 2.4 and rebuttable presumption in Section 2.6. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3, the new market restrictions in Section 2.4 and the rebuttable presumption in Section 2.6 only apply to LECs and ILEC.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-Bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Missouri ISP-Bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-Bound Traffic minutes for which LEC was entitled to compensation under its Missouri Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-Bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-Bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2004, LEC and ILEC agree that ISP-Bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2004.

2.3.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

2.4 Bill and Keep for ISP-Bound Traffic in New Markets

2.4.1 In the event LEC and ILEC have not previously exchanged ISP-bound Traffic in any one or more Missouri LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between LEC and ILEC for the remaining term of this Agreement in any such Missouri LATAs.

2.4.2 Wherever Bill and Keep is the traffic termination arrangement between LEC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed Amendment is received by ILEC on or before June 28, 2004, this Amendment will be effective as of June 1, 2004, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2004 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed Amendment is not received by ILEC until after June 28, 2004, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC Missouri has no obligation to provide unbundled network elements

(UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Missouri's right to exercise its option at any time to adopt on a date specified by SBC Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 16 day of Feb, 2004, by SBC Missouri, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Northwest Missouri Cellular Limited Partnership d/b/a
Northwest Missouri Cellular

Signature:

Name: Robert D. Williams
(Print or Type)

Title: Chairman

(Print or Type)

Date: 01/31/05

FACILITIES-BASED OCN # 5271

ACNA NIS

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri
by SBC Telecommunications, Inc., its authorized agent

Signature:

Name: Mike Auinbauh
(Print or Type)

Title: For ANP Local Interconnection Marketing

Date: FEB 16 2005

000046

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TLEPHONE, L.P. d/b/a AT&T MISSOURI
AND
NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP d/b/a
NORTHWEST MISSOURI CELLULAR**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Missouri ("AT&T Missouri") and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular is hereby amended as follows:

- (1) Appendix Wireless Number Portability is hereby added to the Agreement.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T Missouri has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T Missouri state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as "AT&T Missouri".

associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Missouri's right to exercise its option at any time to adopt on a date specified by AT&T Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Northwest Missouri Cellular Limited Partnership
d/b/a Northwest Missouri Cellular

By: Roger Bunchy
Name: Roger Bunchy
(Print or Type)
Title: General Manager
(Print or Type)

Date: 3/22/06

FACILITIES-BASED OCN # 5271

ACNA n/s

Southwestern Bell Telephone, L.P. d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent

By: Rebecca L. Sparks
Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 4/5/06

APPENDIX WIRELESS NUMBER PORTABILITY

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APPENDIX NUMBER PORTABILITY

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability (NP) provided by AT&T-13STATE and Wireless Service Provider (WSP).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T owned ILEC doing business in Texas.
- 1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General

The Parties agree that the Industry has established Location Routing Number (LRN) technology as the method by which Local Number Portability (LNP) will be provided in response to FCC Orders in FCC CC Docket 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide LNP via LRN to each other on a reciprocal basis as required by such FCC Orders or Industry agreed upon practices.

2.2 Obligations of Both Parties

2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 Each Party shall deploy LNP software in all switches within the 100 largest Metropolitan Statistical Areas (MSAs) as per FCC CC Docket 95-116 (i.e. the First Report and Order and subsequent Orders issued to the date this Agreement was signed). Additionally, those areas identified as within the 100 largest MSAs as a result of the last Census Bureau report shall also be included within this mandatory group of number portable switches.

- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native within the time frames set forth in FCC CC Docket 95-116.
- 2.2.4 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.2.5 Industry guidelines shall be followed regarding all aspects of porting numbers from one carrier to another, including but not limited to NANC Local Number Portability (LNP) Interservice Provider Operation Flows.
- 2.2.6 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.2.7 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Wireless Testing Sub-Committee (WTSC).
- 2.2.8 When a Party ports an End User's telephone number to its switch, that Party shall become responsible for the End User's E911 record and other related telecommunication items.
- 2.2.9 Each Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for LNP.
- 2.2.10 All porting involving WSP will be handled via subscription versions submitted to the existing NPAC with downloads to Local SMS (LSMS).
- 2.2.11 The Parties agree that porting between wireless and wireline service providers will use existing wireline defined LNP porting intervals, including intervals for Firm Order Commitment (FOC) as set forth in the "North American Numbering Council, Local Number Portability (LNP), Inter Service Provider Operations Flows". Each Party is responsible for meeting the FOC intervals.
- 2.2.12 As part of the pre-ordering process, after receiving notification from the Party placing the porting request ("Requesting Party"), the other Party shall provide the Customer Service Record of the End User whose number is being ported upon request.
- 2.2.13 When either Party requests that an NXX in an LNP capable switch become portable, Parties shall follow the industry standard Local Exchange Routing Guide (LERG) procedure.
- 2.2.14 Consistent with Inter-Service Provider Local Number Portability (LNP) Operations Flows developed by the National Number Portability Operations (NNPO)/Wireless Number Portability Operations teams and as approved by the North American Numbering Council (NANC), the Local Service Request (LSR) will be the means of communication for all Local Number Portability (LNP) requests between Wireline and Wireless Carriers. Business rules supporting LNP ordering are to be based upon Ordering and Billing Forum (OBF) standards; for requests coming to AT&T, the AT&T 13-state Local Service Ordering Requirements (LSOR) shall be used. Parties agree that Number Portability LSRs will be submitted in one of the current supported versions of the AT&T 13-state LSOR consistent with LSR versioning rules supported by AT&T.
- 2.2.15 All NPA-NXXs within the top 100 MSAs will be marked portable in the LERG.
- 2.2.16 An LRN must be provided for all switches marked as LNP capable. The appropriate Party must be the LERG assigned code owner of the LRN's NPA/NXX. The operating company number (OCN) associated with this NPA/NXX will identify the provider. The LRN must be in the same Local Access and Transport Area (LATA) as the ported number. At minimum, there will be at least one (1) LRN per LATA per switch as documented in the Industry Numbering Committee ("INC") LRN guidelines.
- 2.2.17 If either Party operates as both local exchange carrier and wireless service provider, such party shall have an unique OCN and service provider identification number (SPID) assignments for each entity.

2.2.18 Prior to actual ordering, WSPs will move telephone numbers associated with their Type 1 trunks to the WSP's switch. Due to technical constraints, port in to Type 1 interconnection trunks will not be permitted. Type 1 trunks that are used exclusively for ancillary services (such as 911 Telecommunication Services, Directory Assistance, etc.) are exempt from this process. Parties agree to cooperate with the migration of telephone numbers associated with their Type 1 trunks to the WSP switch. This may include LERG reassignment, transfer of ownership of a block, or porting of individual numbers.

2.2.19 Both Parties will mark all Type 2 trunks to reflect the Common Language Location Identifier (CLLI) code of their host switch.

2.2.20 Both Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of LNP.

2.2.21 Both Parties agree to complete and provide to the other Party a profile that contains information necessary for processing LSRs and for porting. The profile will request carrier name, carrier OCN, SPID, contact information, etc., necessary for the provisioning of all WSP porting requests.

2.3 Limitations of Service

2.3.1 Telephone numbers can be ported only within wireline toll rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.3.2 Parties acknowledge that number portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating/routing concerns. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.

2.3.3 AT&T-12STATE will deploy LNP software outside the 100 largest MSAs within six (6) months after receipt of Bona Fide Request (BFR) from WSP (see EXHIBIT 1).

2.3.4 Porting of choke/High Volume Call-In (HVCI) numbers must be accomplished by mutually agreed upon and technically feasible method consistent with NANC approved processes.

2.3.5 Neither Party shall be required to provide LNP for unassigned numbers. The foregoing sentence is not intended to prohibit porting telephone numbers associated with a wireless Type 1 DID group that have not been activated by the wireless carrier.

2.3.6 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950, or AT&T-12STATE Official Communications Services (OCS) NXXs.

2.4 Service Descriptions

2.4.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.

2.4.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the Called Party Number (CdPN) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.4.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-LNP environment.

2.4.4 The Forward Call Identifier (FCI) field entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.4.5 The WSP shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

2.5.1 Except as set forth in Section 3 – LNP Query Service and Section 4 – Coordinated Hot Cuts (CHC), neither Party shall charge the other Party or such Party's affiliate, subsidiary, or End User for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the costs associated with LNP.

3. LNP QUERY SERVICE

3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.2 If WSP chooses not to fulfill its N-1 carrier responsibility, **AT&T-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **AT&T-12STATE** will charge and WSP agrees to pay the default queries charges set forth in:

- 3.2.1 **AT&T MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
- 3.2.2 **AT&T NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
- 3.2.3 **AT&T CALIFORNIA** - Section 13 of the FCC No. 1 Access Services Tariff
- 3.2.4 **AT&T SOUTHWEST REGION 5-STATE** - Section 34 of the FCC No. 73 Access Services Tariff.

3.3 **AT&T-12STATE** provides WSPs the optional use of the **AT&T-12STATE** LNP database via the SPNP Query Service-Database. When WSP orders SPNP Query Service-Database, **AT&T-12STATE** shall charge and WSP agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 3.2 above. The WSP's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **AT&T-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.4 When purchasing the SPNP Query Service - Database, WSP will access **AT&T-12STATE**'s facilities via an SS7 link to the **AT&T-12STATE** STP.

3.5 When purchasing the SLNP Query Service - Database, WSP will advise **AT&T-12STATE** of the entry point(s) of queries to the **AT&T-12STATE** network and provide a query forecast for each entry point.

4. COORDINATED HOT CUTS (CHC)

4.1 A coordinated hot cut ("CHC") is an optional service that permits the WSP to request that **AT&T-13STATE** hold translations in the donor switch until the WSP gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.

4.2 When WSP orders CHC service, **AT&T-13STATE** shall charge and WSP agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:

- 4.2.1 **AT&T MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)
- 4.2.2 **AT&T NEVADA** - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.3 **AT&T CALIFORNIA** - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.4 **AT&T SOUTHWEST REGION 5-STATE** - FCC No. 73 Access Services Tariff, Section 13.4.2(c)
- 4.2.5 **AT&T CONNECTICUT** - FCC No. 39 Access Services Tariff, Section 8.6.2(c).

4.3 WSP requesting CHC must provide **AT&T-13STATE** an access billing account number (BAN) to which charges can be applied.

EXHIBIT 1

[This Attachment is applicable to AT&T SOUTHWEST REGION 5-STATE only.]

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) PROCESS

The Local Number Portability (LNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (or Wireless Service Provider (WSP)) shall use to request that LNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which LNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), Wireless carrier can request that LNP be deployed in additional MSAs beginning January 1, 1999. AT&T SOUTHWEST REGION 5-STATE is to provide LNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be LNP capable in the initial LNP deployment in the top 100 MSAs can be requested to be made LNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF LNP SOFTWARE

The request to make one or more switches in an MSA LNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from WSP to its AT&T SOUTHWEST REGION 5-STATE Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become LNP capable.
- The date when LNP capability is requested with the FCC established time frames being the maximum amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which WSP interconnects.
- An initial response from the AT&T SOUTHWEST REGION 5-STATE Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be LNP capable, must be made to WSPs within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____

(name of service provider)
(address of service provider)
(contact name/number)

FROM: _____

(requester/service provider name/ID)
(requester switch(es)/CLLI)
(authorized by name)
(authorized by title)
(contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

MSA(s): _____

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)

Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while WSP may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/Wireless carrier name/ID)

(contact name/address/number)
(requester switch(es)/CLLI)

FROM: _____ (name of service provider)

(address of provider)
(contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

(CLLI 1): _____

(CLLI 2): _____

(CLLI 3): _____

Authorized company representative signature/title: _____

AT&T Wholesale Amendment

Contract Number: 17334

**AMENDMENT TO THE AGREEMENT
BETWEEN
NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP
d/b/a NORTHWEST MISSOURI CELLULAR d/b/a NORTHWESTCELL
AND
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, hereinafter referred to as "AT&T" and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular d/b/a NorthwestCell ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved April 5, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that Southwestern Bell Telephone, L.P., d/b/a SBC Missouri is hereby replaced as a Party by Southwestern Bell Telephone Company d/b/a AT&T Missouri, and the title of the Agreement is changed to reflect this change.
2. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer or customer of AT&T and the Carrier's, CMRS provider's or WPS' End User, end user, Customer or customer. All references to Local Traffic, local traffic, Local Calls, and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

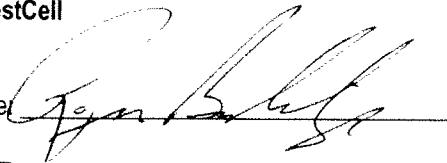
3. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
5. The Parties agree to replace the rates for Mobile to Land Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Appendix-Pricing of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix-Pricing shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.



9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Northwest Missouri Cellular Limited Partnership
d/b/a Northwest Missouri Cellular d/b/a
NorthwestCell

Signature:



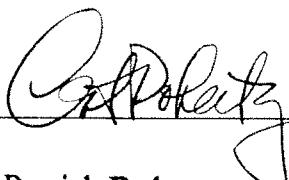
Name: Roger Burridge
(Print or Type)

Title: General Manager
(Print or Type)

Date: 8-23-12

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Services, Inc., its authorized agent

Signature:



Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 8-30-12

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU