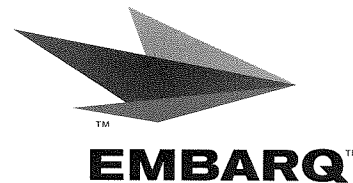


Voice | Data | Internet | Wireless | Entertainment



Embarq
Mailstop: KSOPKJ0401
5454 West 110th Street
Overland Park, KS 66211
EMBARQ.com

November 30, 2006

Office of the Secretary
ATTN: Data Center
Missouri Public Service Commission
P O. Box 360
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

Re: The Master Interconnection Agreement By and Between Embarq Missouri, Inc.
and Northwest Missouri Cellular LLP Pursuant to Sections 251 and 252 of the
Telecommunications Act of 1996 New Case

Dear Madame Secretary:

Please find enclosed for filing with the Commission an Application for Approval
of an Interconnection Agreement, pursuant to the Telecommunications Act of 1996.

If you have any questions or comments regarding Embarq's Application, please
do not hesitate to contact me at 913-345-6193.

Very truly yours,

Linda K. Gardner

LG/cc
Enclosure

cc: Service List

Linda K. Gardner
SENIOR COUNSEL - STATE REGULATORY
Voice: (913) 345-6193
Fax: (913) 523-9837
linda.gardner@embarq.com

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

In Re: The Master Interconnection)
Agreement By and Between Embarq) Case No. _____
Missouri, Inc. and Northwest Missouri)
Cellular LLP Pursuant to Sections 251 and)
252 of the Telecommunications Act of)
1996.)

**APPLICATION OF EMBARQ MISSOURI, INC. FOR APPROVAL
OF AN INTERCONNECTION AGREEMENT**

COMES NOW, Embarq Missouri, Inc., d/b/a Embarq ("Embarq") and files its Application for Approval of an Interconnection Agreement ("Agreement") between Northwest Missouri Cellular LLP ("Northwest Missouri Cellular") and Embarq Missouri, Inc. pursuant to the Telecommunications Act of 1996 (the "Federal Act"). In support of its application, Embarq states the following:

I. APPLICANT

Embarq is a Missouri corporation with offices at 319 Madison, Jefferson City, Missouri 65102. Embarq is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission ("Commission") to provide basic local and interexchange telecommunications service within the state.

Embarq was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. Embarq has received all necessary Commission and Secretary of State approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri's Adoption Notice Designed to Change the Company's Name to United Telephone Company of Missouri d/b/a Sprint), Case No. TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint Missouri, Inc.) and Case No. TN-2006-0416 (Re Name Change Request of Sprint Missouri, Inc., to Embarq Missouri, Inc., d/b/a Embarq). Embarq requests that the information in those cases be incorporated herein by reference. To Embarq's knowledge there are no overdue assessments or annual reports nor are there any pending actions or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

II. INTERCONNECTION AGREEMENT

Embarq Missouri, Inc., a Missouri corporation, and Northwest Missouri Cellular, a CMRS provider operating in Missouri, entered into an Interconnection Agreement dated November 15, 2006 (Attachment 1). There are no outstanding issues related to the Agreement between the parties that require the assistance of mediation or arbitration.

III. STANDARD FOR REVIEW

The statutory standard of review under Section 252(e) of the Act states:

- (e) Approval by State Commission
 - (1) Approval Required. Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission. A State commission to which an agreement is submitted to shall

approve or reject the agreement, with written findings as to any deficiencies.

- (2) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.
 - (A) an agreement (or any portion thereof) adopted by negotiation that:
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or...

Embarq further states that the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Agreement does not discriminate against other carriers who are not a party to the Agreement because the terms of the Agreement are equally available to any other carrier.

IV. REQUEST FOR APPROVAL

Embarq seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act. Embarq and Northwest Missouri Cellular believe that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

Embarq and Northwest Missouri Cellular respectfully request that the Commission grant approval of the Agreement, without change, suspension or other delay in its implementation.

V. CONCLUSION

WHEREFORE, for the foregoing reasons, Embarq requests that the Commission approve the Master Interconnection Agreement between Embarq Missouri, Inc. and Northwest Missouri Cellular LLP.

Respectfully submitted,



Linda K. Gardner, MO Bar 32224
5454 West 110th Street
Mailstop: KSOPKJ0401
Overland Park, KS 66211
Phone: 913-345-6193
Fax: 913-397-3598
Email: Linda.gardner@Embarq.com

VERIFICATION

I, Linda K. Gardner, an attorney and duly authorized representative of Embarq Missouri, Inc. hereby verify and affirm that I have read the foregoing Application of Embarq Missouri, Inc. For Approval of a Master Interconnection Agreement, and that the statements contained therein are true and correct to the best of my information and belief.



Linda K. Gardner

Subscribed and sworn to before me on this 30th day of November, 2006.


Notary Public

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of November, 2006, a copy of the above and foregoing Application for Approval of a Master Interconnection Agreement was served by U.S. Mail, postage prepaid and or email or facsimile to each of the following:

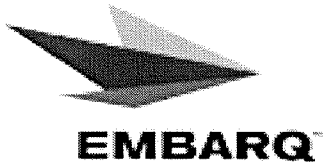
Office of the Public Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65101

Office of the General Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65101

Roger Bundridge
General Manager
Northwest Missouri Cellular
1114-A South Main Street
Maryville, MO 64468



Linda K. Gardner



**Commercial Mobile Radio Services (CMRS)
INTERCONNECTION AGREEMENT**

**FOR THE
STATE
OF
MISSOURI**

Northwest Missouri Cellular LLP

and

Embarq Missouri, Inc.

Effective: November 15, 2006

Ending: November 14, 2008

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Northwest Missouri Cellular LLP ("Carrier"), a Missouri CMRS provider, and Embarq Missouri Inc., ("Embarq"), a Missouri corporation, hereinafter collectively, "the Parties," entered into and effective this 15th day of November 2006 ("Effective Date"), for a two-year term ending November 14, 2008 ("End Date").

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

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

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

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

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The meaning of those terms shall be their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1. Directory Assistance;

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CMRS Interconnection Agreement – MO
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- 1.4.2. 911/E911;
- 1.4.3. Operator call termination (busy line interrupt and verify); and
- 1.4.4. Information services requiring special billing (e.g., 900 and 950).
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.6.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.
 - 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.8. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and an Embarq End Office Switch, or between two End Office Switches or between an Embarq End Office Switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.9. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.10. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.11. "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.
- 1.12. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

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- 1.13. "FCC" means the Federal Communications Commission.
- 1.14. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.15. "Interconnection" is as defined in 47 C.F.R. 51.5.
- 1.16. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.17. "InterMTA Traffic." For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between Embarq and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.
- 1.18. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Embarq's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.19. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between Embarq and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Embarq's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For purposes of this Agreement, Local Traffic does not include any ISP-bound traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for ISP-bound traffic.
- 1.20. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).
- 1.21. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.22. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the

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Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.23. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.24. "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 8YY possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.25. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.26. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.27. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Embarq of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Embarq, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Embarq shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.28. "Point Of Interconnection" ("POI") is a mutually agreed upon physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Carrier and Embarq for the local interconnection of their networks for the mutual exchange of traffic.

- 1.29. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.30. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLECs, Embarq, independent telephone companies, and wireless carriers.
- 1.31. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.32. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.33. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.34. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.35. "Transit Service" means the delivery of Transit Traffic.
- 1.36. "Transit Traffic" means traffic that is originated by Carrier, transited through Embarq, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through Embarq, and terminated on Carrier's network.
- 1.37. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.38. "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1 This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth in this Agreement address the exchange of traffic between Carrier and Embarq. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 2.2 Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 2.3 Embarq shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing Carrier notice as required by this section. Embarq will cooperate with Carrier and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.
- 2.4 The services and facilities to be provided to Carrier by Embarq in satisfaction of this Agreement may be provided pursuant to Embarq Tariffs and then current practices on file with the appropriate Commission or FCC. In the event that the provisions of this agreement and the tariff are in conflict, then the terms of the tariff will prevail.

3. REGULATORY APPROVALS

- 3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Embarq and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the

*Embarq / Northwest Missouri Cellular
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Effective Date: November 15, 2006*

Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

- 3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 3.3 Section 3.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

- 3.4 Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to Carrier under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to Carrier. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.
- 3.5 Additional services, beyond those specified in this Agreement, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

4. TERM AND TERMINATION

- 4.1 This Agreement will be effective upon the Effective Date, provided however that if Carrier has any outstanding past due obligations to Embarq, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date. No order or request for services under this Agreement shall be processed before Carrier has established a customer account with Embarq and has completed the Implementation Plan described in this Agreement.
- 4.2 For any Interconnection arrangements covered by this Agreement that may already be in place, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that Embarq is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective Date, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective Date of this Agreement. The interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 4.3 Except as provided elsewhere in this Agreement, Embarq and Carrier will provide service to each other on the terms of this Agreement for a period ending on the End Date.
- 4.4 In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to Embarq written notification appropriate under the Act. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration request.

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- 4.5 In the event of default, either Party may terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 30 days after written notice thereof. Default is defined to include:
- 4.5.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- 4.5.2 Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
- 4.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated to survive termination.
- 4.7 Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon 60 days prior written notice.

5. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 5.1 In the event that this Agreement expires under §4.3, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §4.5, or for termination upon sale under §4.7, for service made available under this Agreement and existing as of the End Date, may continue uninterrupted at the request of either Party if:
- 5.1.1 a new agreement is voluntarily entered into by the Parties; or
- 5.1.2 service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
- 5.1.3 Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Embarq and another carrier for the remaining term of that agreement. If neither §5.1.1 nor §5.1.2 are in effect, and Carrier does not designate an agreement under this subsection, Embarq may designate an agreement.

6. AUDITS AND EXAMINATIONS

- 6.1 "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per 12-month period commencing with the Effective Date.
- 6.2 Upon 30 days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party will provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 6.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this §6.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 6.4 Adjustments, credits or payments shall be made and any corrective action shall commence within 30 days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 6.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 6.6 This Section shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 7.2. Embarq will use its best efforts to obtain for Carrier, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for Carrier to use such unbundled network element in the same manner as Embarq.
- 7.3. Embarq shall have no obligations to attempt to obtain for Carrier any Intellectual Property right(s) that would permit Carrier to use any unbundled network element in a different manner than used by Embarq.
- 7.4. To the extent not prohibited by a contract with the vendor of the network element sought by Carrier that contains Intellectual Property licenses, Embarq shall reveal to Carrier the name of the vendor, the Intellectual Property rights licensed to Embarq under the vendor contract and the terms of the contract (excluding cost terms). Embarq shall, at Carrier's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Carrier.
- 7.5. All costs associated with the extension of Intellectual Property rights to Carrier pursuant to Section 7.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including Embarq.
- 7.6. Embarq hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with Carrier's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights Embarq agrees in Section 7.2 to use its best efforts to obtain.

8. LIMITATION OF LIABILITY

8.1 Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, except that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

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

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

9. INDEMNIFICATION

- 9.1 Each Party will defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the willful misconduct or omission of the indemnifying Party.
- 9.2 Carrier shall defend, indemnify and hold harmless Embarq from all claims by Carrier's subscribers.
- 9.3 Embarq shall defend, indemnify and hold harmless Carrier from all claims by Embarq's subscribers.
- 9.4 The indemnifying Party will defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand as set forth in this section 9.
- 9.5 The indemnified Party will notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

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- 9.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 9.7 When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 9.8 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in §8.1 above).

10. CONFIDENTIALITY AND PUBLICITY

- 10.1 All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 10.2 For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 10.3 Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel

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of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

- 10.4 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 10.5 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 10.6 Except as otherwise expressly provided in this Section 9, nothing in this Agreement limits the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

11. WARRANTIES

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

12. ASSIGNMENT AND SUBCONTRACT

- 12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties,

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and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- 12.2 Except as provided in this Section 12, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

13. GOVERNING LAW

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

14. RELATIONSHIP OF PARTIES

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

15. NO THIRD PARTY BENEFICIARIES

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

16. NOTICES

16.1. Except as otherwise provided in this Agreement, all notices or other communication hereunder shall be deemed to have been duly given when made in writing

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and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Director, Interconnection Management
Embarq: Embarq
 9300 Metcalf
 KSOPKB0402-413
 Overland Park, KS 66251

If to Roger Bundridge
Carrier: General Manager
 Northwest Missouri Cellular
 1114-A South Main Street
 Maryville, MO 64468
 660-582-3334
 FAX 660-582-3380

with a Embarq External Affairs
copy to: Senior Attorney
 5454 W 110th St.
 KSOPKJ0401-4002
 Overland Park, KS 66211

16.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 16.

17. WAIVERS

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

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

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

18. SURVIVAL

18.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

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19. FORCE MAJEURE

19.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Embarq, Embarq will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

20. DISPUTE RESOLUTION PROCEDURES

- 20.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion.
- 20.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 20.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the

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designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

20.4. After such period either Party may file a complaint with the FCC or the Commission.

21. COOPERATION ON FRAUD

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

22. TAXES

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

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

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

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

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

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

22.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

22.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification,

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reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 22.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 22.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 22.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 22.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

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

- 22.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 22.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

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- 22.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 22.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 22.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 22.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 22.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 22.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

23. AMENDMENTS AND MODIFICATIONS

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

24. SEVERABILITY

24.1. Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

25. HEADINGS NOT CONTROLLING

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

26. ENTIRE AGREEMENT

26.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced in this Agreement, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

27. COUNTERPARTS

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

28. SUCCESSORS AND ASSIGNS

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

29. IMPLEMENTATION

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

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shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

30. SECURITY DEPOSIT

- 30.1 Embarq reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Embarq and all ILEC affiliates of Embarq. A payment is not considered current in any month if it is made more than thirty (30) days after the bill date.
- 30.2 The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Embarq.
- 30.3 If a security deposit is required on a new account under section 30.1, the security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Embarq of additional orders for service.
- 30.4 Such security deposit shall be two (2) months' estimated billings as calculated by Embarq, or twice the most recent month's invoices from Embarq for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 30.5 The fact that a security deposit has been made in no way relieves Carrier from complying with Embarq's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Embarq for the discontinuance of service for non-payment of any sums due Embarq.
- 30.6 Embarq may increase the security deposit requirements when, in Embarq's reasonable judgment, changes in Carrier's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit is not made within 30 days of the request, Embarq may stop processing orders for service and Carrier will be considered in breach of the Agreement.
- 30.7 Any security deposit shall be held by Embarq as a guarantee of payment of any charges for carrier services billed to Carrier. Embarq may exercise its right to credit any cash deposit to Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 30.7.1 when Carrier's undisputed balances due to Embarq that are more than thirty (30) days past due; or
 - 30.7.2 when Carrier files for protection under the bankruptcy laws; or

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- 30.7.3 when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) days; or
 - 30.7.4 when this Agreement expires or terminates; or
 - 30.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 30; or
 - 30.7.6 Carrier fails to provide Embarq with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Embarq hereunder.
- 30.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be credited to Carrier's account when Carrier has made current payments for carrier services to Embarq and all Embarq ILEC affiliates for twelve (12) consecutive months.
- 30.9. Any letter of credit issued to Embarq hereunder must meet the following requirements:
- 30.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If Carrier proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then Carrier must obtain the prior written approval of such bank by Embarq.
 - 30.9.2. The letter of credit shall be in such form and on terms that are acceptable to Embarq.
 - 30.9.3. If Carrier receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Carrier shall promptly notify Embarq of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, Carrier shall provide Embarq a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Embarq). If Carrier provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Embarq shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Embarq will provide the original, expiring letter of credit to Carrier.
 - 30.9.4. If Carrier desires to replace any letter of credit issued to Embarq hereunder, whether due to non-renewal or otherwise, each such replacement letter of

credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 30.

PART C – INTERCONNECTION AND INTERCARRIER COMPENSATION

31. INTERCONNECTION

31.1 Point of Interconnection

31.1.1 Carrier shall interconnect with Embarq's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:

31.1.1.1 Carrier may interconnect its network facilities at any one or more mutually agreed upon technically feasible Points of Interconnection (collectively referred to as "POI") on Embarq's network. The Parties will interconnect at one or more of Embarq's Tandem Switches, Embarq's End Office Switches or Carrier will connect to Embarq by using a mid-span meet arrangement. To the extent Embarq's network contains multiple tandems in the same LATA, Carrier must interconnect at each tandem where it wishes to exchange (i.e. receive or terminate) traffic with Embarq.

31.1.1.2 Carrier must establish a direct connection at an Embarq end office when total traffic volume exchanged at a particular Embarq end office between Embarq and Carrier exceeds a DS1 equivalent.

31.2 Interconnection Facilities

31.2.1 Interconnection mid-span meet arrangements will be made available to Carrier.

31.2.1.1 When the Parties choose to interconnect via a mid-span meet, Carrier and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq shall be responsible for provisioning 50% of the interconnection facilities or to Embarq's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to Embarq's wire center boundary, whichever is greater. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.

31.2.1.2

31.2.2 If third-party-leased facilities, Carrier provisioned facilities or Embarq-provided leased facilities are used for Interconnection, or if leased facilities are provided under a meet-point arrangement between Embarq and a third-party, the POI will be defined as the Embarq office in which the leased circuit terminates.

31.2.3 If Carrier elects to lease any portion of the interconnection facility from Embarq or if Carrier chooses to interconnect with Embarq using a meet-point arrangement (i.e. facilities jointly provisioned by Embarq and another LEC), Carrier will order those facilities from Embarq's access service tariff at the applicable non-recurring and monthly recurring tariff rates.

31.3 Interconnection to Embarq is possible with the following types of interconnection:

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

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

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

- 31.3.1.3 Embarq will work with Carrier to migrate Carrier's Type 1 Interconnection and associated directory numbers to a Type 2 interconnection.
- 31.3.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to an Embarq Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnections that access Interexchange Carriers and local services may require separate trunk groups. Separate trunks may also be required for 8YY traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.
- 31.3.3 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to an Embarq End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Embarq NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.
- 31.3.4 Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to an Embarq 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 31.3.5 Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an Embarq Operator Services System switch that provides access to operator services call processing capabilities.
- 31.4 Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunks will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
- 31.5 The Parties will utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between Embarq and Carrier to establish, add, change or disconnect trunks shall be processed by utilizing

the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.

31.6 Establishing a Rate Center

- 31.6.1 When Embarq delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center is served by the same access Tandem Switch.
- 31.6.2 Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.
- 31.6.3 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers.
- 31.6.4 Carrier will not provide fixed wireless services under the terms of this Agreement.
- 31.7 For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from Carrier will be processed.

32. EXCHANGE OF TRAFFIC

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

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- 32.1.1 The InterMTA factor accounts for both Carrier-originated and Carrier-terminated traffic that crosses the MTA boundary and traverses the local interconnection trunks. Based upon the specific network arrangements of the Parties, the MTA geography, and the specific coverage areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided in this Section, the InterMTA traffic factor shall be 10%, which shall be applied only on minutes of use terminating from Carrier to Embarq, and the PIU factor shall be 20%, such that 20% of the InterMTA traffic shall be treated as interstate, and 80% (100%-20%) shall be treated as intrastate.
- 32.1.2 No reciprocal compensation will be paid by Embarq to Carrier for interMTA traffic. Embarq may bill Carrier switched access tariffed rates for this traffic in accordance with 32.3.1.
- 32.1.3 Following the initial three month period, either Party may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage and/or PIU, the results of which will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor and PIU shall not be revised more often than once every six months. Carrier will work with Embarq to ensure the necessary traffic data required for sampling purposes is available for such study.
- 32.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, Carrier will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 32.3 Where Carrier is unwilling to utilize an alternate interconnection protocol, Carrier will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Carrier and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, Carrier, or Embarq internal customer demand for 64K CCC trunks.
- 32.4 Where available, Embarq will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To

the extent Embarq provides ANSI optional parameters for its own use, Embarq shall provide the same to Carrier.

- 32.5 In the event SS7 facilities are not available from Embarq, Carrier may, at its option, obtain multifrequency signaling.
- 32.6 Where available, Embarq will provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.
- 32.7 Embarq shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 32.8 If Carrier interconnects its SS7 network with Embarq's SS7 network, both parties will support CLASS signaling, to the extent each Party offers related features and functions to its own end-users.
- 32.9 Each Party is responsible for the transport of originating calls from its network to the POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.
- 32.10 Carrier will provide an accurate JIP (Jurisdiction Information Parameter) with all terminating traffic (Mobile to Land.) To the extent that carrier can not provide JIP at the time of the agreement, Carrier will provide a timeline of when JIP will be delivered. In either case, Carrier will deliver JIP within six months from effective date.

33. TYPES OF TRAFFIC AND SERVICES

- 33.1 This Agreement applies only to the exchange of Local Traffic, which includes Transit Traffic and Ancillary Traffic, but only to the extent that it is Local Traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in Embarq's access tariffs. Interconnection facilities that are used for the exchange of multijurisdictional traffic must be purchased from Embarq's access tariffs.
- 33.2 Each Party will be fully responsible for all traffic originating from its network and terminating to the other party's network in terms of traffic type as well as completeness and accuracy of call record data. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

34. COMPENSATION

- 34.1. Non-Local Traffic

- 34.1.1. Carrier will compensate Embarq for Non-Local Traffic based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 34.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Embarq and Carrier will be routed to the assigned PIC for the line connection or to the appropriate interexchange carrier when 1010XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Embarq is the designated toll carrier, i.e. for lines that are IntraLATA PIC assigned to Embarq or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Embarq's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Embarq's tariffed rate.
- 34.2. Local Traffic. Under this Agreement, Embarq is only required to compensate Carrier for terminating Local Traffic. The rates set forth on Attachment I shall be used. In the event the FCC or the Commission establishes rates, terms and conditions for transport and termination of local telecommunications traffic, the transport of such traffic or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission. The rates to be charged for the exchange of Local Traffic are set forth in Table One of this Part and shall be applied consistent with the provisions of Part F of this Agreement.
- 34.2.1. Reciprocal compensation for Local Traffic
- 34.2.1.1. Usage Charges. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Embarq facilities to an Embarq End Office through an Embarq Tandem Switch would include usage-based charges from Embarq to Carrier for Tandem Switching, Common Transport to the End Office, and End Office Switching.
- 34.2.1.1.1. Usage Rate Elements.
- 34.2.1.1.1.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to an Embarq End Office.
- 34.2.1.1.1.2. Common Transport rates apply to Carrier traffic transported between Embarq's End Offices and Embarq's Tandem Switches, between Embarq's End Offices and Remotes subtending those End Offices, and between

Embarq End Offices where Type 1 Interconnections exist.

34.2.1.1.1.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Embarq's Tandem Switch.

34.2.1.2. Traffic Terminating to Embarq

34.2.1.2.1. Embarq will bill Carrier for Carrier originated direct Local Traffic terminating on Embarq's network.

34.2.1.2.2. Type 2A Interconnection Charge. Embarq will bill Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all direct Local Traffic terminating to Embarq via an Embarq Type 2A Interconnection.

34.2.1.2.3. Type 2B Interconnection Charge. Embarq will bill the End Office Switching rate element, and will bill Common Transport when traffic terminates to an Embarq Remote Switch that subtends the End Office where the Type 2B exists. These rate elements are reflected in Attachment I for all direct Local Traffic terminating to Embarq via an Embarq Type 2B Interconnection.

34.2.1.2.4. Type 1 Interconnection Charge. Embarq will bill two End Office Switching rate elements and a Common Transport rate element as reflected in Attachment I for all direct Local Traffic terminating to Embarq via an Embarq Type1 Interconnection.

34.2.2. Traffic Terminating to Carrier

34.2.2.1. Carrier will bill Embarq the same rates as Embarq charges Carrier for Embarq originated direct Local Traffic terminating on its Carrier's network.

34.2.2.2. Type 2A Tandem Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Embarq one rate consisting of the Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all Embarq originated direct Local Traffic terminating to Carrier via an Embarq Type 2A Interconnection.

34.2.2.3. Type 2B End Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Embarq the End Office Switching rate as reflected in Attachment I for all Embarq originated

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direct Local Traffic terminating to Carrier via an Embarq Type 2B End Office Interconnection.

- 34.2.3. By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions in this Agreement, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Embarq's option to invoke on a date specified by Embarq the FCC's ISP interim compensation regime, after which date all traffic will be subject to the FCC's prescribed interim compensation regime. On the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the terms and conditions specified in the FCC's ISP Compensation Order.
- 34.3. To the extent Embarq identifies, either through its own recording capabilities or through call detail records provided by another carrier, traffic that is originated by Carrier and terminated indirectly to Embarq through an intermediary carrier (transit carrier), Embarq shall bill Carrier terminating compensation according to Section 34. In addition, Carrier will reimburse Embarq for any transit charges billed by the intermediary carrier.
- 34.4. Transit Traffic. Carrier shall pay a transit rate, as set forth in Attachment I when Carrier uses an Embarq tandem to terminate Transit Traffic to a third-party.
- 34.5. Paging Traffic. Embarq will not compensate Carrier for termination of paging services until such time as Carrier has filed with and received approval of cost studies from the Commission in accordance with 47 C.F.R. 51.711(c).
- 34.6. To the extent that Carrier does not have the necessary information or capability to bill Embarq based upon actual, direct Local Traffic, Carrier will bill Embarq based upon 25% (20% ÷ 80%) of the usage amount billed by Embarq to Carrier. This billing arrangement assumes that approximately 80% of the total traffic between the Parties is terminated to Embarq.
- 34.7. During this same six month period, Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Embarq every six months thereafter upon mutual agreement of the Parties and at the request of either Party.
- 34.8. Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, IntraLATA Toll or Switched Access, if applicable.
- 34.9. Interconnection Facilities

34.9.1. To the extent that Carrier does not have the necessary information or capability to bill Embarq based upon actual terminating traffic, Embarq and Carrier will allocate the cost of interconnection facilities leased from Embarq based upon an 80% mobile-to-land traffic volume and a 20% land-to-mobile traffic volume (i.e., Carrier will bill Embarq an amount equal to 20% of Embarq's interconnection facilities billing to Carrier excluding that portion of the facility used for toll traffic, ISP traffic terminated to carrier and transit traffic). Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual, direct Local Traffic volumes between the Parties over the interconnection facilities leased from Embarq, the results of which will be used going forward to allocate the cost of interconnection facilities upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Embarq every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

34.9.2. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).

35. CHARGES AND PAYMENT

35.1 In consideration of the services provided under this agreement, the Parties shall pay the charges set forth in attachment I subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.

35.2 Subject to the terms of this Agreement, the Parties shall pay invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. For invoices not paid when due, late payment charges will be assessed under Section 35.5.

35.2.1 If an invoice is not paid within sixty (60) Days after the bill date, Embarq will suspend processing new orders and cancel any pending orders.

35.2.2 If the account remains delinquent ninety (90) Days after the bill date, Embarq will terminate all services under this Agreement.

35.3 Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

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35.4 Embarq will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

35.5 Embarq will assess late payment charges to Carrier until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of

35.5.1 the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to Embarq; or,

35.5.2 the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Carrier actually makes the payment to Embarq.

36. BILLING

36.1 Embarq and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.

36.2 No discrete development charges shall be imposed on Carrier or Embarq for the establishment of standard meet-point billing arrangements.

36.3 Exchange of Records

36.3.1 Carrier and Embarq will exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Embarq further agree they will work toward implementing a record exchange process in accordance with industry standards. Both parties will ensure that all records are accurate and complete and represent the true nature of the traffic.

36.3.2 Carrier and Embarq agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Embarq further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Embarq agree to work towards implementation of these standards. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

36.4 Embarq and Carrier will exchange test files to support implementation of billing prior to live bill production. Upon request, Carrier and Embarq will provide a report of actual measured traffic.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

37. GENERAL REQUIREMENTS

- 37.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 37.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 37.3. Embarq will process Carrier maintenance requests at Parity.
- 37.4. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Embarq shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 37.5. Embarq will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Embarq will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 37.6. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

38. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

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

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39. SERVICE PROJECTIONS

- 39.1. Embark and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
 - 39.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;
 - 39.1.2. Two-Six Codes for each trunk group;
 - 39.1.3. Quantity of trunks in service;
 - 39.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
 - 39.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

40. QUALITY OF SERVICE

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

41. INFORMATION

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

PART E – ACCESS TO TELEPHONE NUMBERS

42. GENERAL REQUIREMENTS

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

PART F – TRANSIT SERVICE (Non-251 Service)

43. Transit Traffic

- 43.1. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection (i.e. Carrier is interconnected at Embarq's tandem), Embarq will provide Transit Services for the exchange of traffic between Carrier and third parties interconnected at the same tandem.
- 43.2. Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 43.3. Terms and Conditions
 - 43.3.1. Carrier acknowledges that a third-party carrier may block transit traffic. To the extent traffic is blocked by a terminating third party, Embarq will have no obligation to resolve the dispute. Carrier acknowledges that Embarq does not have any responsibility to pay any third-party carrier charges for termination of any Transit Traffic. Embarq will not pay such charges on behalf of Carrier.
 - 43.3.2. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between Carrier and the third party exceeds a DS1 equivalent of traffic, Embarq will no longer provide transit service and Carrier must establish a direct interconnection with the third party for the exchange of such traffic. When the traffic volume reaches a DS1 equivalent of traffic Carrier shall establish a direct interconnection with such third party within sixty (60) days. After sixty (60) Days, if Carrier has not established a direct interconnection and if Carrier is exercising its best efforts to implement a direct connection with such third party, Embarq shall continue to transit the traffic. If Embarq disagrees that Carrier is using its best efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.
- 43.4. Payment Terms and Conditions

43.4.1. Carrier will pay Embarq transit charges for Transit traffic originated by Carrier as set forth in Table One.

43.5. Billing Records and Exchange of Data

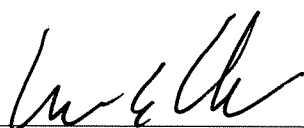
43.5.1. Each Party will use best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

43.5.2. Upon request and to the extent available, Embarq will provide the terminating Party information on traffic originated by a third party CLEC or CMRS provider.

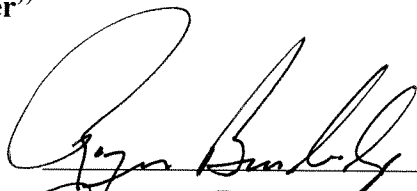
43.6. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties will comply with the industry-adopted format to exchange records.

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

"Embarq"

By: 
Name: William E. Cheek
Title: President, Wholesale Markets
Date: 11/20/06

"Carrier"

By: 
Name: Roger Bundridge
Title: General Manager
Date: 11-14-06

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ATTACHMENT I – PRICE LIST

Description	State – MO
SERVICE ORDER / OTHER	
Manual Service Order NRC	\$16.33
Electronic Service Order NRC	\$9.04
Translations Rearrangement Charge NRC	\$30.00
Intra-exchange transport Disconnect DS1 NRC	\$43.67
Inter-exchange transport Disconnect DS1 NRC	\$17.39
RECIPROCAL COMPENSATION	
End Office Switching Per Minute of Use	\$0.006102
Tandem Switching Per Minute of Use	\$0.003561
Common Transport Per Minute of Use	\$0.005780
TRANSIT COMPENSATION	
TRANSIT Per Minute of Use	\$0.009341
INTERCONNECTION TRANSPORT	
Inter-exchange transport DS1 MRC	See rate schedule
Inter-exchange transport DS1 NRC	\$82.30
Intra-exchange transport DS1 MRC	See rate schedule
Intra-exchange transport DS1 NRC	\$262.04
Inter/Intra-exchange transport DS1 Facility Cross Connect DS1 MRC	\$1.36
MULTIPLEXING	
Multiplexing – DS1-DS0 per DS1 (excluding cards) MRC	\$171.41
Multiplexing – DS1-DS0 per DS1 NRC	\$82.30
FEATURES	
STP Port MRC	\$291.63
STP Port NRC	\$275.38
STP Switching MRC	\$0.56
911 AND E911 TRANSPORT AND TERMINATION	
911 and E911 Inter-exchange transport – DS1 MRC	See rate schedule
911 and E911 Inter-exchange transport – DS1 NRC	\$82.30
DS0 911 Per Port (minimum of 2 DS0's required) MRC	ICB
DS0 911 Per Port (minimum of 2 DS0's required) NRC	ICB
Multiplexing – DS1-DS0 per DS1 (excluding cards) MRC	\$171.41
Multiplexing – DS1-DS0 per DS1 (excluding cards) NRC	\$82.30

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

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**Embarq -
Missouri
Wireless Intraexchange Interconnection Rates**

Exchange	CLLI	Band	DS1 Intraexchange Interconnection
Clinton	CLTNMOXADS0	1	\$127.97
Ferrelview	FLVWMOXADS0	1	\$127.97
Ft. Leonard Wood	FTLWMOXADSA	1	\$127.97
Harrisonville	HNVLMOXARS0	1	\$127.97
Jefferson City	JFCYMOXADS0	1	\$127.97
Kearney	KRNYMOXADS1	1	\$127.97
Lebanon	LBNNMOXADS0	1	\$127.97
Lake Lotawana	LKLTMOXARS0	1	\$127.97
Lexington	LXTNMOXARS0	1	\$127.97
Maryville	MAVLMOXADS1	1	\$127.97
Oak Grove	OKGVMOXADS0	1	\$127.97
Pleasant Hill	PLHLMOXARS0	1	\$127.97
Rolla	ROLLMOXADS0	1	\$127.97
St. Robert	STRBMOXARS3	1	\$127.97
Tipton	TPTNMOXARS0	1	\$127.97
Warrensburg	WRBGMOXADS0	1	\$127.97
Waynesville	WYVLMOXARS7	1	\$127.97
Buckner	BCKNMOXARS0	2	\$266.23
California	CLFRMOXARS0	2	\$266.23
Holt Summit	HLSMMOXARS0	2	\$266.23
Odessa	ODSSMOXARS0	2	\$266.23
Platte City	PLCYMOXARS0	2	\$266.23
Taos	TAOSMOXARS0	2	\$266.23
Waverly	WVRLMOXA493	2	\$266.23
Appleton City	APCYMOXARS0	3	\$250.25
Blackburn	BLBNMOXARS0	3	\$250.25
Blairstown	BLTWMOXA498	3	\$250.25
Brazito	BRZTMOXARS0	3	\$250.25
Butler	BTLRMOXARS0	3	\$250.25
Chilhowee	CHLHMOXARS0	3	\$250.25
Clarksburg	CLBGMOXARS0	3	\$250.25
Cole Camp	CLCMMOXXDS0	3	\$250.25
Calhoun	CLHNMOXBRS0	3	\$250.25
Camden Pt.	CMPNMOXARS0	3	\$250.25
Centertown	CNTWMOXA584	3	\$250.25
Centerview	CNVWMOXA656	3	\$250.25
Coal	COALMOXA477	3	\$250.25

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Craig	CragMOXARS0	3	\$250.25
Deepwater	DPWRMOXARS0	3	\$250.25
Dearborn	DRBRMOXA992	3	\$250.25
Edgerton	EGTNMOXA227	3	\$250.25
Eugene	EUGNMOXARS0	3	\$250.25
Fairfax	FRFXMOXARS0	3	\$250.25
Greenridge	GNRGMOXA527	3	\$250.25
Holden	HLDNMOXARS0	3	\$250.25
Henrietta	HNRTMOXA494	3	\$250.25
Holt	HOLTMOXA264	3	\$250.25
Houstonia	HOSTMOXA568	3	\$250.25
Hopkins	HPKNMOXA77A	3	\$250.25
Hardin	HRDNMOXA398	3	\$250.25
Ionia	IONIMOXAS285	3	\$250.25
King City	KGCYMOXA535	3	\$250.25
Kingsville	KGVLMOXA597	3	\$250.25
Leeton	LETNMOXA653	3	\$250.25
Lincoln	LNCLMOXARS0	3	\$250.25
Lonejack	LNJCMOXARS0	3	\$250.25
Mound City	MDCYMOXARS0	3	\$250.25
Malta Bend	MLBNMOXA595	3	\$250.25
Missouri City	MSCYMOXA336	3	\$250.25
Montrose	MTRSMOXA693	3	\$250.25
New Bloomfield	NBFDMOXARS0	3	\$250.25
Norborne	NRBRMOXA594	3	\$250.25
Newburg	NWBGMOXARS0	3	\$250.25
Otterville	OEVLMOXA366	3	\$250.25
Orrick	ORCKMOXA496	3	\$250.25
Pickering	PCNGMOXA927	3	\$250.25
Richland	RCLDMOXARS0	3	\$250.25
Russellville	RLVLMOXARS2	3	\$250.25
Salem	SALMMOXADS0	3	\$250.25
Smithton	SHTNMOXA343	3	\$250.25
Strasburg	STBGMOXXRS0	3	\$250.25
St. Thomas	STTMMOXARS0	3	\$250.25
Sweet Springs	SWSPMOXARS0	3	\$250.25
Syracuse	SYRCMOXA298	3	\$250.25
Tarkio	TARKMOXARS0	3	\$250.25
Urich	URCHMOXA638	3	\$250.25
Wellington	WGTNMOXA934	3	\$250.25
Windsor	WNDSMOXARS0	3	\$250.25
Warsaw	WRSWMOXADS0	3	\$250.25
Weston	WSTNMOXARS0	3	\$250.25

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DEDICATED TRANSPORT RATE SUMMARY

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Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated DS1 Rate
Originating	Terminating	Originating	Terminating	
BRZTMOXARS0	CNTWMOXARS0	Brazito	Centertown	\$ 1,229.26
BRZTMOXARS0	EUGNMOXARS0	Brazito	Eugene	\$ 1,353.54
BRZTMOXARS0	JFCYMOXADS0	Brazito	Jefferson City	\$ 495.26
BRZTMOXARS0	NBFDMOXARS0	Brazito	New Bloomfield	\$ 1,541.49
BRZTMOXARS0	RLVLMOXARS2	Brazito	Russellville	\$ 1,209.35
BRZTMOXARS0	STTMMOXARS0	Brazito	St. Thomas	\$ 3,592.68
BRZTMOXARS0	TAOSMOXARS0	Brazito	Taos	\$ 1,116.29
CNTWMOXARS0	EUGNMOXARS0	Centertown	Eugene	\$ 1,592.29
CNTWMOXARS0	JFCYMOXADS0	Centertown	Jefferson City	\$ 734.01
CNTWMOXARS0	NBFDMOXARS0	Centertown	New Bloomfield	\$ 1,780.24
CNTWMOXARS0	RLVLMOXARS2	Centertown	Russellville	\$ 1,448.10
CNTWMOXARS0	STTMMOXARS0	Centertown	St. Thomas	\$ 3,831.43
CNTWMOXARS0	TAOSMOXARS0	Centertown	Taos	\$ 1,355.04
CNVWMOXARS0	WRBGMOXADS0	Centerview	Warrensburg	\$ 225.97
CLTNMOXADS0	WRBGMOXA10T	Clinton	Warrensburg	\$ 270.68
COALMOXARS0	CLTNMOXADS0	Coal	Clinton	\$ 886.75
CLCMMOXARS0	IONIMOXARS0	Cole Camp	Ionia	\$ 917.93
EUGNMOXARS0	JFCYMOXADS0	Eugene	Jefferson City	\$ 858.28
EUGNMOXARS0	NBFDMOXARS0	Eugene	New Bloomfield	\$ 1,904.51
EUGNMOXARS0	RLVLMOXARS2	Eugene	Russellville	\$ 1,572.38
EUGNMOXARS0	STTMMOXARS0	Eugene	St. Thomas	\$ 3,955.70
EUGNMOXARS0	TAOSMOXARS0	Eugene	Taos	\$ 1,479.31
FLVWMOXADS0	KSCYMO5503T	Ferrelview	KsCyMO *	\$ 46.17
FLVWMOXADS0	KRNYMOXADS1	Ferrelview	Kearney	\$ 82.81
FLVWMOXADS0	PLCYMOXARS0	Ferrelview	Platte City	\$ 294.06
FLVWMOXADS0	WRBGMOXADS0	Ferrelview	Warrensburg	\$ 130.38
FTLWMOXARS0	STRBMOXARS3	Ft. Leonard Wood	St. Robert	\$ 141.35
FTLWMOXARS0	WYVLMOXARS7	Ft. Leonard Wood	Waynesville	\$ 141.35
HLDNMOXARS0	KGVLMOXARS0	Holden	Kingsville	\$ 625.15
JFCYMOXADS0	HLMMOXAXA	Jefferson City	Holts Summit	\$ 106.82
JFCYMOXADS0	NBFDMOXARS0	Jefferson City	New Bloomfield	\$ 1,046.23
JFCYMOXADS0	RLVLMOXARS2	Jefferson City	Russellville	\$ 714.09
JFCYMOXADS0	STTMMOXARS0	Jefferson City	St. Thomas	\$ 3,097.42
JFCYMOXADS0	TAOSMOXARS0	Jefferson City	Taos	\$ 621.03
LKLTMOXARS0	Lee's Summit	Lake Lotawana	(SWB) *	\$ 793.60
LKLTMOXARS0	Blue Springs	Lake Lotawana	(SWB) *	\$ 793.60
MAVLMOXADS1	PCNGMOXARS0	Maryville	Pickering	\$ 372.90
NBFDMOXARS0	RLVLMOXARS2	New Bloomfield	Russellville	\$ 1,760.33
NBFDMOXARS0	STTMMOXARS0	New Bloomfield	St. Thomas	\$ 4,143.65
NBFDMOXARS0	TAOSMOXARS0	New Bloomfield	Taos	\$ 1,667.26
RLVLMOXARS2	STTMMOXARS0	Russellville	St. Thomas	\$ 3,811.52
RLVLMOXARS2	TAOSMOXARS0	Russellville	Taos	\$ 1,335.13
STRBMOXARS3	WYVLMOXARS7	St. Robert	Waynesville	\$ 141.35
STTMMOXARS0	TAOSMOXARS0	St. Thomas	Taos	\$ 3,718.46
WRBGMOXADS0	CLCMMOXADS0	Warrensburg	Cole Camp	\$ 588.52
WRBGMOXADS0	HNVLMOXARS0	Warrensburg	Harrisonville	\$ 270.68

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WRBGMOXADS0	KRNYMOXADS1	Warrensburg	Kearney	\$	129.97
WRBGMOXADS0	MAVLMOXADS1	Warrensburg	Maryville	\$	153.85
WRBGMOXADS0	OKGVMOXADS1	Warrensburg	Oak Grove	\$	588.52
WRBGMOXADS0	WRSWMOXADS0	Warrensburg	Warsaw	\$	836.65

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