

## AGREEMENT FOR INTER-OFFICE INTERCONNECTION

This Agreement, entered into this 20th day of May, 2008, is by and between Citizens Telephone Company of Higginsville, Missouri, a Missouri corporation with its offices located at 1905 Walnut, Higginsville, Missouri 64037-0737 ("CITIZENS"), and Verizon Wireless (VAW) LLC, Cybertel Cellular Telephone Company, St. Joseph CellTelco and Cellco Partnership all d/b/a Verizon Wireless, a Delaware Limited Partnership, with offices located at One Verizon Way, Basking Ridge, NJ 07920 ("Carrier") (collectively, the "Parties").

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

WHEREAS, Carrier is a Commercial Mobile Radio Service (CMRS) provider licensed to operate CMRS services in portions of the State of Missouri;

WHEREAS, the Parties desire to enter into an agreement to 1) establish terms and conditions for the direct and indirect interconnection of the Parties' networks and exchange of traffic over such connections; 2) provide for the reciprocal compensation for the Termination of Local Traffic (as defined below) between their respective networks pursuant to the Act and other applicable state laws; and 3) ensure local calling from and to CITIZENS End Offices and Carrier's exchanges located within the local calling area of any given CITIZENS End Office

NOW THEREFORE, the Parties hereby agree as follows:

### 1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

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

"Alma" means Alma Communications Company.

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

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

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

“Cell Site” means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a POI to the landline network.

“Citizens” has the meaning set forth in the preamble.

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

“Commercial Mobile Radio Service” or “CMRS” has the meaning given to the term in the Act and FCC rules.

“Commission” or “PSC” means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of local exchange carriers as defined in the Act, in this case, the Missouri Public Service Commission.

“Common Channel Signaling” or “CCS” means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data.

“Connecting Facilities” means dedicated facilities provided either under this Agreement or separate contract used to directly connect Carrier’s two-way cellular network and CITIZENS’s network for the purposes of interchanging traffic.

“Conversation Time” means the time that both Parties’ equipment is used for a call. Conversation Time begins when the terminating Party’s network provides answer supervision and ends when the terminating Party’s network provides or receives disconnect supervision or the call otherwise terminates.

“CTUSR” – Cellular Transiting Usage Summary Report, provided by AT&T (f/k/a Southwestern Bell Telephone Company), tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

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

“End Office” means a local CITIZENS switching point where CITIZENS exchange service customer station loops are terminated for purposes of interconnection to each other and to the network.

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

“Exchange Access” has the meaning given the term in the Act.

“FCC” means the Federal Communications Commission.

“Higginsville Switch” means the Citizens central office switching unit located in Higginsville, Missouri. When tandem switching functions are being provided in this switch, Higginsville Switch refers to the tandem switch at that location. If tandem switching functions are not located in this switch, Higginsville Switch refers to the end office switch at that location.

“Incumbent Local Exchange Carrier” has the meaning given the term in the Act.

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

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

“InterMTA Traffic” means all calls which originate in one MTA and terminate in another MTA.

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

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

“Local Calling Area” shall mean the local exchange serving area as defined by the local exchange tariff(s) of CITIZENS and any other areas included by mandatory local calling scope arrangements mandated by the PSC.

“LEC” means Local Exchange Carrier.

“Local Traffic”, for the application of reciprocal compensation, means telecommunications traffic between CITIZENS and Carrier that, at the beginning of the call, originates and terminates within the same Major Trading Area (“MTA”), as defined in 47 CFR Section 24.202(A).

“Mobile Switching Center” or “MSC” means the Carrier’s facilities and related equipment used to route, transport and switch calls originating from, terminating to, or transiting the Carrier’s two way cellular network.

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

“Non-Local Traffic” means traffic between CITIZENS and Carrier that is not Local Traffic.

Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

“NXX”, “NXX Code”, “Central Office Code”, or “CO Code” is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the North American Number Plan (NANP). Each NXX Code contains 10,000 telephone numbers.

“Paging Traffic” means traffic delivered to a Party that is not switched by such Party, but is delivered to a stand-alone paging terminal.

“Party” means either CITIZENS or Carrier, and “Parties” means CITIZENS and Carrier.

“POI” means Point of Interconnection and identifies a point where the Carrier’s network and CITIZENS’ network are directly interconnected.

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

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

“Signaling Transfer Point” or “STP” means the point where a Party interconnects, either directly or through facilities provided by third parties, with the CCS/SS7 network.

“Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

“Tandem” means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems, Third Party Providers or Interexchange Carriers.

“Telecommunications” and “Telecommunications Carrier” have the meanings given to those terms in the Act.

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

“Third Party Provider” shall mean any other facilities-based telecommunications carrier, including, without limitation, Incumbent Local Exchange Carriers, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a local exchange carrier’s local exchange services or resellers of a CMRS provider’s services.

“Transit Traffic” or “Transiting Traffic” means intermediate Transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

“Transport” means the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the POI between two carriers to the terminating carrier’s end office switch that directly serves the called party.

“Trunk Group” means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

“Trunk Side” means a Party’s connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another CITIZENS to Carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

“V and H Coordinates Method” means the computing of airline miles between two points utilizing the method specified in National Exchange Carrier Association Tariff F.C.C. No. 4 which is based on the vertical and horizontal coordinates of the two points used in the rating of calls.

## **2. INTERCONNECTION**

The scope of this Agreement is limited to the Interconnection of Carrier’s two way cellular network and CITIZENS End Offices and to Transiting Traffic from Carrier to Alma Communications Company (Alma) and to any other third party whose end offices subtend CITIZENS Tandem Switch as documented in the LERG (Subtending Third Party). This Section 2 describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251(c)(2) of the Act, to the extent applicable to Transporting of Local Traffic between a CITIZENS End Office and Carrier’s two way cellular network.

### **2.1 Interconnection Facilities**

#### **2.1.1 Direct Interconnection**

2.1.1.a Type 2B: One-way or two-way facilities which provide a trunk side connection between Carrier’s MSC and a CITIZENS End Office. The Type 2B Interconnection only provides connection between Carrier and the Customers served by the End Office to which it is interconnected. For purposes of this Agreement, all Type 2B circuits shall be provisioned as two way trunks with SS7.

2.1.1.b Type 2A: One-way or two-way facilities which provide a trunk side connection between Carrier’s MSC and the CITIZENS Tandem Switch. The Type 2A Interconnection only provides connection between Carrier and the Customers served by the End Offices which subtend the CITIZENS tandem switch to which it is interconnected. For purposes of this Agreement, all Type 2A circuits shall be provisioned as two way trunks with SS7.

2.1.1.c The Parties shall provide each other with an annual forecast of intended mobile to land usage and land to mobile usage for each POI. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Charges for

Direct Connection facilities are contained in Appendix PRICING, Paragraph 6.0. When both Parties agree to utilize two-way facilities, charges will be shared by the Parties on a proportional (percentage) basis as described in the Shared Facility section of Appendix PRICING.

#### **2.1.2 Indirect Interconnection**

The Parties may also exchange traffic under this Agreement by each Party physically connecting its network to a third-party network(s), which transits the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party network(s) for interconnecting with its network and Transiting Traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party network and for paying the third-party network provider for the costs of transiting calls that the Party originates. The Party terminating traffic is not responsible for the costs incurred in transiting that traffic from the originating Party's network to the terminating Party's network.

### **2.2 Facility Locations**

#### **2.2.1 Technical Feasibility**

2.2.1.1 As required by Section 251 of the Act, Carrier may Interconnect with CITIZENS' network at any technically feasible point. For purposes of this Agreement, the point(s) of interconnection (POI) for direct interconnection is set forth in Appendix – INTERCONNECTION. The Parties agree they will use this POI only for the purpose of passing traffic, as permitted by this Agreement, to each other for Transport and Termination by the other Party on its network and for Carrier to transit traffic to Alma and to any Subtending Third Party. Additional locations may be added to this Agreement as such locations are determined to be technically feasible POIs.

2.2.1.2 If Carrier requires Interconnection at a location not listed in Appendix - INTERCONNECTION, then it shall submit a Special Request pursuant to section 5.1.2. If, after submission of such a request CITIZENS advises Carrier that it is not technically feasible to interconnect at the End Office which Carrier has requested, CITIZENS shall provide all necessary assistance to Carrier in making its independent determination as to the technical feasibility of such Interconnection, including technical specifications of the End Office in question, and an opportunity for on-site inspections. If it is subsequently determined that the requested Interconnection is in fact technically feasible, CITIZENS shall proceed with such Interconnection without any of the additional charges set forth in Section 5.1.2. and Appendix – INTERCONNECTION shall be amended by the parties to include the additional POI.

#### **2.2.2 Incumbent Local Exchange Carrier Requirement**

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by CITIZENS in those areas where CITIZENS is not the Incumbent Local Exchange Carrier, as defined in the Act.

2.2.3 Carrier and CITIZENS agree that CITIZENS currently provides a dedicated DS-1 facility from the Higginsville Switch to a POI at the Carrier's cell site immediately adjacent to the Higginsville Tandem Switch location, including the port on the CITIZENS switch. Carrier shall provide facilities from the aforementioned cell site to its MSC and the port on Carrier's switch. Future POIs, to which the Parties mutually agree, will be set forth in Appendix – INTERCONNECTION. The charges for these interconnection facilities shall be as set forth in Appendix PRICING.

## **2.3 Additional Interconnection Methods Available to Carrier**

2.3.1 Carrier may provide its own facilities and Transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's two-way cellular network) to CITIZENS' network as described in Section 2.2.3. Alternatively, Carrier may purchase an entrance facility and Transport from a third party or from CITIZENS for the delivery of such traffic. Rates for wire facilities and Transport purchased from CITIZENS, are set forth in Appendix PRICING.

2.3.2 Carrier agrees that it will not require any collocation at CITIZENS facilities. If this changes the Parties will negotiate required provisions.

2.3.3 When Carrier and CITIZENS share CITIZENS' Interconnection facilities, they shall do so at the rates specified in this Agreement. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as described in the Shared Facility section of the Appendix PRICING.

## **2.4 Interconnection Methods Available to CITIZENS**

2.4.1 Carrier's cell site located adjacent to the Higginsville Switch at 1905 Walnut, Higginsville, Missouri constitutes the technically feasible POI Carrier shall provide for CITIZENS to pass traffic to Carrier for Transport and Termination on Carrier's two way cellular network.

2.4.2 If CITIZENS requires Interconnection at a location not listed in Section 2.4.1, then it shall submit a Special Request pursuant to Section 5.1.2.

2.4.3 CITIZENS may provide its own facilities and Transport for the delivery of traffic from its network to the POI with Carrier's two way cellular network. Alternatively, CITIZENS may purchase an entrance facility and Transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and Transport purchased from Carrier will be negotiated between the Parties at the time CITIZENS requests such facilities.

2.4.4 CITIZENS agrees that it will not require any collocation at Carrier's facilities. If this changes, the Parties will negotiate required provisions.

2.4.5 When Carrier and CITIZENS share Carrier Interconnection facilities, they shall do so at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as described in the Shared Facility section of the Appendix PRICING.

## **2.5 Technical Requirements and Standards**

2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself; provided, however, that such services shall be considered Special Requests.

2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98, as modified. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

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

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

### **3.1 Basic Terms**

#### **3.1.1 Mobile to Land Traffic**

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to CITIZENS' network for the Transport and Termination of such traffic to a CITIZENS end user or for delivery by CITIZENS to Alma and to any Subtending Third Party. The Parties will share the cost of a two-way facility between the CITIZENS Higginsville Switch and the Carrier's cell tower (which will carry traffic for the End Offices on the CITIZENS network and for transiting traffic to Alma and to any Subtending Third Party) on a percentage basis equal to the ratio of the Parties' respective traffic as described in the Shared Facility section of the Appendix – PRICING.

3.1.1.2 Unless Carrier elects to provision its own facilities, CITIZENS shall provide the physical plant facilities that interconnect Carrier's two way cellular network with CITIZENS' network. CITIZENS will provision connecting facilities under the rates, terms and conditions specified in Appendix PRICING.



### 3.1.2 Land to Mobile Traffic

3.1.2.1 Where Type 2A facilities or other direct Tandem Switch Office to Carrier connection as provided for herein are implemented between Carrier and CITIZENS, CITIZENS shall be responsible for the delivery of traffic from its network to Carrier's NPA-NXXs rated to the Higginsville exchange to the appropriate POI within the serving wire center boundary of the Higginsville Switch where the connection as provided for herein is located.

3.1.2.2 Unless CITIZENS elects to have Carrier or a Third Party Provider provision facilities, CITIZENS shall provide the physical plant facilities that Interconnect CITIZENS' Higginsville Switch with Carrier's cell tower located within the serving wire center boundary of the Higginsville Switch providing Interconnection. CITIZENS shall be responsible for the physical plant facility from its network to the Carrier's cell tower within the wire center boundary of the Higginsville Switch where the Interconnection occurs.

3.1.2.3 The Parties will then share the cost of the two-way facility between the CITIZENS Higginsville Switch and Carrier's cell tower (which will carry traffic for the End Offices served by the Higginsville Switch) on a percentage basis equal to the ratio of the Parties' respective traffic as described in the Shared Facility section of the Appendix – PRICING. Carrier shall bear all costs associated with the transport of traffic between Carrier's cell tower and its MSC and cell sites.

3.1.2.4 Where a direct connection has been established pursuant to this Agreement, calls from Citizens End Users to Carrier's End Users, having an NPA-NXX with V and H coordinates rated within Citizens' exchange boundary, shall be deemed to be within the Local Calling Area of Citizens' End Users.

### 3.1.3 Traffic To Third Party Providers

With the exception of Transiting Traffic from Carrier to Alma and to any Subtending Third Party, Carrier and CITIZENS agree to limit the delivery of traffic over the direct Interconnection facilities provided herein to dialed numbers within the NXXs residing in Carrier's exchanges with V and H coordinates rated to Higginsville, Missouri, or CITIZENS' End Office. Should either Party receive traffic from the other directed to a dialed number not within an NXX homed on such exchanges or End Office, the receiving Party will direct such traffic to an intercept message. To the extent either Party exchanges traffic with Third Party Providers the exchange of such traffic will be governed by separate arrangements from those provided herein, which will only govern the exchange of traffic between the Parties.

### 3.1.4 Traffic Transited to Alma

Pursuant to current arrangements between Citizens and Alma, traffic terminating to Alma is directed through the CITIZENS Higginsville Switch. CITIZENS accepts the responsibility to act as the tandem switch for Alma traffic at the present time. If, in the future, Alma determines to reroute traffic terminating to Alma through a different tandem and makes such appropriate revisions in the LERG, CITIZENS would have no further responsibility for Transiting Traffic to Alma.

## **3.2 Reciprocal Compensation**

### **3.2.1 Rates**

The Parties shall provide each other Reciprocal Compensation for the Transport and Termination of Local Traffic at the rates specified in Appendix PRICING for traffic delivered across facilities provided hereunder. CITIZENS shall compensate Carrier for the Transport and Termination of Local Traffic originating on CITIZENS' network; Carrier shall compensate CITIZENS for the Transport and Termination of Local Traffic originating on Carrier's two-way cellular network. Additional charges may also apply (on a non-reciprocal basis) as provided for in this Agreement.

### **3.2.2 Exclusions**

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

3.2.2.1 InterMTA traffic;

3.2.2.2 ISP Traffic;

3.2.2.3 Paging Traffic.

### **3.2.3 Compensation for Non-Local Traffic**

Traffic routed over direct connection facilities will be assumed to not include any of the aforementioned Non-Local Traffic exclusions, unless either Party advises the other, within sixty days of the exchange of such traffic, of any such traffic that included one or more of the excluded categories of traffic. The Party routing such excluded category of traffic on the direct connection facilities will promptly remit to the other Party the additional compensation due for such traffic as set forth in Appendix – PRICING. Notwithstanding the fact that a Party shall be compensated for any excluded traffic caused to be terminated on its network, such Party shall not be prohibited from pursuing appropriate remedies to prevent the continued routing of such excluded traffic nor shall either Party be prohibited from seeking appropriate compensation for such excluded traffic from any third party.

### **3.2.4 Measuring Calls as Local Traffic**

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation where direct connection facilities exist between a CITIZENS Higginsville Switch and Carrier, the Parties agree as follows: For CITIZENS, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site where the call originates or terminates at the beginning of the call.

### 3.2.5 Conversation Time

For purposes of billing compensation for the interchange of local traffic, billed minutes will be based upon Conversation Time. Conversation Time will be determined from actual usage recordings by each Party using the smallest increment of time which both Parties are capable of recording and billing. Carrier represents that the smallest increment it can record is full second increments.

### 3.3 Additional Compensation

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

3.3.1 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in the Agreement, shall be handled as a Special Request, as described in section 5.1.2. Special Requests may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.3.2 Transiting Traffic: Transit Traffic, for purposes of this Agreement, is limited to the delivery of Local Traffic by Carrier originated by its end-users and terminated through the facilities of CITIZENS to Alma and to any Subtending Third Party. CITIZENS will provide transport and any necessary switching for Non-Local Traffic delivered by Carrier for termination to Alma and to any Subtending Third Party in accordance with Section 3 of Appendix - PRICING. Carrier acknowledges that CITIZENS does not have any responsibility to pay Alma or any Subtending Third Party for termination of Transit Traffic and that it is Carrier's responsibility to establish the necessary agreements with Alma and with any Subtending Third Party to arrange for the termination and compensation of such Transit Traffic. Carrier shall pay to CITIZENS a Transit Service Charge as set forth in Section 3 of Appendix – PRICING for the transiting of Local Traffic to Alma and to any Subtending Third Party.

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

### 3.4 Signaling

CITIZENS will provision Connecting Facilities using Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks.

#### **4. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC**

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

#### **5. ADDITIONAL ORDERING AND BILLING PROVISIONS**

##### **5.1 Ordering**

5.1.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of Interconnection herein. Each Party shall be responsible for ordering from the other any Interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and in agreement with customary or standard industry practice intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. If the request is technically feasible, the Party shall activate the order on the date as mutually agreed to by the Parties (the "Activation Date.")

##### **5.1.2 Special Requests**

5.1.2.1 If either Party requires Interconnection at a location not listed in Section 2.2.1.1 or 2.4.1, as applicable, then it shall submit a Special Request in writing to the other Party specifying (i) the POI, (ii) an estimated activation date, and (iii) a forecast of intended use. Within 20 days of its receipt of ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within 60 days of its receipt of said information (or 60 days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically feasible, the providing Party shall activate the Interconnection at any time 15 days after the Notification (the "Activation Date") as specified by the ordering Party. Upon activation the Parties shall be deemed to have amended Section 2.2.1.1 or 2.4.1, as applicable, to include the added location. Special Requests for Interconnection locations not listed in Section 2.2.1.1 or 2.4.1, as applicable involve additional charges, unless such omission was inadvertent.

5.1.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to section 3.3.3 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

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

## **5.2 Billing**

5.2.1 The Parties agree that they will use a net billing approach as follows:

5.2.1.1 Each Party will pay the other for the Local Traffic it originates and delivers to the other Party's network for termination at the rates contained in Section 1 of Appendix – PRICING. The Parties agree that, in light of the Parties' inability to measure the amount of certain traffic exchanged between the Parties, the following Traffic Factor will be applied to determine compensation owed for terminating Local Traffic: 83% is Carrier originated (i.e., mobile-to-land) and 17% is CITIZENS originated (i.e., land-to-mobile). Should either Party believe there has been a material change in the ratio of mobile-to-land and land-to-mobile traffic, the foregoing Traffic Factor will be adjusted by mutual agreement of the Parties following a valid Traffic Study pursuant to Section 7 in Appendix - PRICING. For purposes of billing, CITIZENS shall issue to Carrier a monthly bill that calculates the amount Carrier owes CITIZENS based on 100% of the Local Traffic originated by Carrier and delivered to CITIZENS for termination whether delivered via direct or indirect interconnection. CITIZENS will calculate the amount of CITIZENS' Local Traffic delivered to Carrier for termination based on the following formula:

5.2.1.1.a Total minutes of use (MOU) will be calculated based on total Carrier-originated traffic terminated to CITIZENS (excluding any traffic delivered by an IXC), less any interMTA traffic (see Section 5.2.1.3), divided by 83%. The total minutes of use will then be multiplied by 17% to determine the Local Traffic originated by CITIZENS and delivered to Carrier for termination. CITIZENS will bill Carrier based on the total amount Carrier owes CITIZENS minus the amount CITIZENS owes Carrier.

5.2.1.1.b If CITIZENS is unable to record traffic terminating to its network via an indirect interconnection, CITIZENS may use usage reports and/or records (such as a CTUSR) generated by a third party LEC (whose network is used to transit the traffic) as a basis for billing Carrier.

5.2.1.2 CITIZENS will provide the reciprocal compensation due Carrier, as calculated in 5.2.1.1, as a credit on CITIZENS monthly invoice to Carrier.

5.2.1.3 As of the effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For purposes of this Agreement, the Parties agree to use the percentage referenced in Section 4 of Appendix – PRICING as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This interMTA percentage shall remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other a valid interMTA traffic study, network information, or otherwise requests a re-examination of the network configuration of either Party's network, the Parties shall use such interMTA traffic study, network information, or re-examination to negotiate in good faith a mutually acceptable revised interMTA percentage. For purposes of this Agreement,

a “valid interMTA traffic study” may be based upon, but not necessarily limited to, calling party information (i.e., originating NPA-NXX, minutes of use, etc.) which, for several consecutive billing periods indicates an amount of interMTA traffic that is at least five (5) percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will become effective upon amendment of this Agreement, including any Commission approval, if required. Such studies or re-examinations of an appropriate interMTA percentage shall be conducted no more frequently than once annually.

5.2.2 Each month Citizens will issue Carrier a bill for Carrier’s portion of the interconnecting facilities costs, based upon the Shared Facility Factor described in the Shared Facility section of Appendix – PRICING. If this procedure is followed, there will be no need to perform a true-up or make an adjustment for past usage. Bills rendered by Citizens shall be paid by the “Due By Date”, which date shall be no less than 23 days after the date of mailing such settlement statement.

### 5.2.3 Late Charges

Bills will be considered past due if payment is not received by the “Due By Date”, and are payable in immediately available funds. If the entire amount due, exclusive of any amount disputed, is not received by the “Due By Date” shown on the bill, then late payment charges will apply to the unpaid balance. The late payment charges will be the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or 0.000333, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

## 5.3 Miscellaneous Nonrecurring Charges

### 5.3.1 Maintenance of Service Charge

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

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

### 5.3.2 Additional Engineering Charges

Additional Engineering charges will be billed to the Carrier when CITIZENS incurs

engineering time to customize the Carrier's service at the Carrier's request.

### **5.3.3 Additional Labor Charges**

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

## **6. NETWORK MAINTENANCE AND MANAGEMENT**

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

### **6.1 Network Management Controls**

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

6.1.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's Customers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

6.1.3 Carrier's use of any CITIZENS facilities, or of its own equipment or that of a third party in conjunction with any CITIZENS facilities, shall not materially interfere with or impair service over any facilities of CITIZENS, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CITIZENS may discontinue or refuse service if Carrier violates this provision, provided that such termination of service will be limited to Carrier's use of a facility, where appropriate.

## **7. NUMBERING ISSUES**

### **7.1 Access to Numbering Resources**

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

## **7.2 Local Dialing Parity**

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

## **8. VERIFICATION REVIEWS**

8.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

8.2 Verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found.

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

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

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

## **9. LIABILITY AND INDEMNIFICATION**

9.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any



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

## **9.2 NO CONSEQUENTIAL DAMAGES**

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

9.3 Each Party shall be indemnified and held harmless by the other Party against claims and damages by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes. The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with

the telephone called or the telephone used in connection with any services herein.

9.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

## **10. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

10.1 For purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations will automatically be deemed proprietary to the Discloser and subject to this Section 10, unless otherwise confirmed in writing by the Discloser. Once this Agreement has been executed, only information which is specifically identified as "Confidential" shall be deemed Confidential Information. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its attorneys, consultants, agents, and employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information.

10.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

10.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

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

before or with any applicable mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

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

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

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

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

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

## **11. PUBLICITY**

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

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

## **12. DISPUTE RESOLUTION**

### **12.1 Resolution Procedure**

The parties agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve after good faith negotiation, shall be submitted to the Missouri Public Service Commission ("Commission") for resolution. The parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than ninety (90) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, the Parties will reimburse the Commission as required by its rules and regulations or as otherwise mutually agreed. 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. If the dispute cannot be resolved by the Commission, and it must be brought before a court of competent jurisdiction, or if a decision of the Commission is appealed to a court of competent jurisdiction, then the Party prevailing before the court shall be entitled to recover its reasonable expenses relating to the court action, including reasonable attorney fees. Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

### **12.2 Billing Disputes**

The Parties agree that all bills, except disputed amounts until such dispute is resolved, are to be paid when due and that late payment charges (interest) applies to all overdue invoices as set forth in the applicable provisions of this Agreement. No other late payment fee or charge applies to overdue invoices. The Parties further agree (1) that if the billing dispute is resolved in favor of the billing Party, the billing Party will be entitled to bill and collect the disputed amount and late payment charges on the disputed amount if it has not previously done so, and (2) that if the billing dispute is resolved in favor of the disputing Party, the disputing Party, if it has been billed and paid the disputed amount and/or late payment charges on the disputed amount, will be entitled to return of any such amount paid and to interest on such amounts paid..

## **13. INTERVENING LAW**

13.1 This Agreement is entered into as a result of both private negotiations between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be brought for resolution to an appropriate forum.

13.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may bring said dispute for resolution to an appropriate forum.

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

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

#### **15. ACCESS TO RIGHTS OF WAY**

The provisions concerning Carrier's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by CITIZENS will be separately negotiated if requested by Carrier.

#### **16. CERTIFICATION REQUIREMENTS**

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

#### **17. MISCELLANEOUS PROVISIONS**

##### **17.1 Effective Date**

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

##### **17.2 Term and Termination**

17.2.1 CITIZENS and Carrier agree to interconnect pursuant to the terms defined in this Agreement for an initial term ending 2 years after the effective date of this Agreement. This Agreement shall renew automatically for successive one (1) year terms, commencing on the

termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew by giving the other Party sixty (60) days written notice of the desire not to renew. Either Party at any time after sending or receiving notice of an intent not to renew, may give to the other Party Notice of Termination and Request for Negotiation, which will then commence the negotiation time frames set forth in Section 252 of the Act. The parties shall then commence negotiations within thirty days from the date such Notice of Termination and Request for Negotiations was provided. Upon the provision of a Notice of Termination and Request for Negotiation, this Agreement shall continue in force only during the period the Parties are negotiating in good faith toward such a new Interconnection Agreement and the state regulatory commission is arbitrating any unresolved matters arising from such negotiation or considering approval of the agreed new Interconnection Agreement. During the period from the 135<sup>th</sup> to the 160<sup>th</sup> day (inclusive) after the date on which Notice of Termination and Request for Negotiation is received, either Party may petition the Commission to arbitrate any open issues. The procedures for negotiation, arbitration and approval of any renewal agreement shall be governed by section 252 of the Act, except as specifically provided otherwise herein. Absent agreement by the Parties to extend the arbitration window or submission to arbitration by the Commission, the Agreement shall expire 160 days after the receipt of the Notice of Termination and Request for Negotiation. If the matter is submitted to the Commission for arbitration, then this Agreement shall remain in full force and effect pending completion of that arbitration proceeding and the resulting Interconnection agreement becoming effective.

17.2.2 Either Party may terminate this Agreement upon thirty (30) days written notice of material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party.

### **17.3 Binding Effect**

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

### **17.4 Assignment**

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

### **17.5 Third Party Beneficiaries**

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

## **17.6 Force Majeure**

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

## **17.7 DISCLAIMER OF WARRANTIES**

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

## **17.8 Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 10.

## **17.9 Waiver**

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

## **17.10 Trademarks and Trade Names**

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

## **17.11 Taxes**

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

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

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

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



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

## **17.12 Relationship of the Parties**

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

## **17.13 Services**

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

## **17.14 Notices**

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

To CITIZENS:  
Citizens Telephone Company  
1905 Walnut  
Higginsville, Missouri 64037-0737  
Fax: 660-584-6211

To Carrier:  
Verizon Wireless  
Attn: Counsel  
Regulatory and External Affairs  
1300 I Street, NW- Ste. 400 W  
Washington, DC 20005

Copy to:  
W. R. England  
Brydon Swearengen & England, P.C.  
312 East Capitol Avenue  
Jefferson City, MO 65102

Verizon Wireless  
Attn: Associate Director of Interconnection  
1120 Sanctuary Parkway  
Alpharetta, GA 30004

## 24 Hour Network Management Contact:

### For CITIZENS:

Mr. John Wade (Primary)  
660-584-6534 (o)  
660-584-7119 (h)

### For Carrier:

(800) 264-6620

Citizens 24 Hour Repair Service (secondary)  
660-584-7171

## 17.15 Expenses

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

## 17.16 Headings

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

## 17.17 Governing Law

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

## 17.18 Multiple Counterparts

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

## 17.19 Complete Terms

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

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

Cellco Partnership d/b/a Verizon Wireless

Citizens Telephone Company of  
Higginsville, Missouri

Cybertel Cellular Telephone Company  
d/b/a Verizon Wireless

St. Joseph CellTelco d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC  
Its General Partner

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

Citizens Telephone Company

By: Beth Ann Drohan

By: Brian L. Cornelius

Print Name: Beth Ann Drohan

Print Name: Brian L. Cornelius

Position/Title: Area Vice President - Network

Position/Title: President

Date: 5/20/08

Date: April 30, 2008

## MISSOURI

### APPENDIX -- PRICING FOR DIRECT AND INDIRECT INTERCONNECTION

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

\$0.0073

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

\$ 0.0073

3.0	Transit Traffic (Local Traffic)	\$ 0.005 per minute of use
	Transit Traffic (Non-Local Traffic)	\$ 0.0063 per minute of use

4.0 InterMTA Percentage: 7%

5.0 Non-Local Traffic Categories

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

InterMTA Rates (to be paid to CITIZENS by Carrier on applicable InterMTA calls)

Mobile to Land (terminating)	\$0.0487
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6.0 Direct interconnection facilities will be provided at rates, terms, and conditions developed on an individual case basis. CITIZENS will provide the wire facility connecting the Parties' networks. The cost for the wire portion of each specific DS-1 facility will be \$20.52 permile or part thereof, the cost of which shall be borne between the Parties based upon the Shared Facility Factor set forth in Section 7 of this Appendix PRICING.

MISSOURI  
APPENDIX -- PRICING (Continued)

7.0 Shared Facility

The Shared Facility Factor is 83% for Carrier and 17% for CITIZENS and will continue at that level until either Party requests that the factor be reviewed. If either Party provides to the other a valid Traffic Study or other network information from which to determine the balance of mobile-to-land/land-to-mobile (MTL/LTM) Local Traffic, the Parties shall use such Traffic Study or network information to negotiate in good faith a mutually acceptable MTL/LTM Traffic Factor or Shared Facility Factor. For purposes of this Agreement, a "valid Traffic Study" may be based upon, but not necessarily limited to, calling party information (ie originating NPA-NXX, minutes of use, etc.) which, for several consecutive billing periods, indicates an amount of MTL/LTM Local Traffic that is at least five (5) percentage points greater or lesser than the MTL/LTM Traffic Factor or Shared Facility Factor to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised Factor, and such revised Factor will become effective upon amendment of this Agreement, including any Commission approval, if required. Such Traffic Studies shall be conducted no more frequently than once annually.

8.0 Miscellaneous Nonrecurring Charges

Maintenance of Service

Basic Time	Each 1/2 hr. \$ 30.00
Overtime	Each 1/2 hr. \$ 45.00

Additional Engineering

Basic Time	Each 1/2 hr. \$ 40.00
Overtime	Each 1/2 hr. \$ 60.00

Additional Labor Rates

Installation

Basic Time	Each 1/2 hr. \$ 30.00
Overtime	Each 1/2 hr. \$ 45.00

Testing & Maintenance

Basic Time	Each 1/2 hr. \$ 30.00
Overtime	Each 1/2 hr. \$ 45.00

9.0 Miscellaneous Nonrecurring Charges

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

## MISSOURI

### APPENDIX – INTERCONNECTION

The Parties agree to directly interconnect their networks at the following point(s) of interconnection (POI):

1. CITIZENS Higginsville Switch  
(V = 6974; H – 4066).