



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

Effective: August 1, 2004

Ending: July 31, 2006

Chariton Valley Communication Corporation, Inc.

and

Sprint Missouri, Inc.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement") is entered into by and between Chariton Valley Communication Corporation, Inc. ("Carrier"), a Missouri corporation, and Sprint Missouri, Inc. ("Sprint"), a Missouri corporation, hereinafter collectively, "the Parties" entered into and effective this 1st day August of 2004, ("Effective Date"), for a term ending July 31, 2006 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint 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 herein, Carrier and Sprint 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 herein 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 Parties agree that any such terms shall be construed in accordance with 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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- 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.
- 1.7. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.8. "Collocation" is as defined by the FCC or the Commission.
- 1.9. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.10. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and a Sprint End Office Switch, or between two End Office Switches or between a Sprint End Office Switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.11. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.12. "Dedicated Transport" provides a local interoffice transmission path between Sprint's Central Office and the Carrier's Central Office. Dedicated transport is limited to the use of a single customer.
- 1.13. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.

- 1.14. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.15. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.16. "FCC" means the Federal Communications Commission.
- 1.17. "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.
- 1.18. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.19. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.20. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.21. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between a LEC 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.
- 1.22. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.23. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between Sprint 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 Sprint'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 traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.24. "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

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purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 1.25. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.26. "Multiple Exchange Carrier Ordering and Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.27. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 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.
- 1.289. "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 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.29. "NXX," "NXX Code," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.30. "Ordering and Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.31. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint 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 Sprint, its Affiliates or any other entity that obtains such services,

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Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint 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.

- 1.32. "Point Of Interconnection" ("POP") is a mutually agreed upon physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Sprint and Carrier for the interconnection of their networks.
- 1.33. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.34. "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, CLEC, Sprint, independent telephone companies, and wireless carriers.
- 1.35. "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.
- 1.36. "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.
- 1.37. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.38. "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.
- 1.39. "Transit Service" means the delivery of Transit Traffic.
- 1.40. "Transit Traffic" means traffic that either originated on one Party's network, transited through the other Party's network, and terminated to a third-party Telecommunications Carrier's network, or originated on a third-party Telecommunications Carrier's network, transited through one Party's network, and terminated on the other Party's network.
- 1.41. "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.

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- 1.42. "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

1. SCOPE OF THIS AGREEMENT

- 1.1. 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 herein address the exchange of traffic between Carrier and Sprint. 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.
- 1.2. 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.
- 1.3. Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than 30 days prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.4. Sprint will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.
- 1.5. The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC.

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2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2. 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.
- 2.3. Section 2.2 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, either Party may invoke the Dispute Resolution provisions of this Agreement, 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.
- 2.4. On August 21, 2003, the FCC released its Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"). The Parties have not incorporated into this Agreement the provisions of the Triennial Review Order. Either Party may request amendment of this Agreement pursuant to this Section 2 in order to incorporate any relevant provisions of the Triennial Review Order.

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

3. TERM AND TERMINATION

- 3.1 This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until July 31, 2006 ("End Date"), unless earlier terminated in accordance with this Section 3, provided however that if Carrier has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before Carrier has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.
- 3.2 In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that 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 sixty (60) Days after written notice thereof. The non-defaulting Party shall be entitled to pursue all available legal and equitable remedies for such breach.
- 3.3 Sprint may terminate this Agreement upon ten (10) Days notice if Carrier is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within 180 Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the Carrier that is has ceased doing business in this state. In addition to notice from Carrier, Sprint may utilize any publicly available information in concluding that Carrier is no longer doing business in this state, and immediately terminate this Agreement.
- 3.4 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 herein to survive termination.
- 3.5 Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where Carrier is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice, but in any event, Sprint shall make reasonable efforts to assist Carrier

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in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1 Because the original term is two years or less, the Parties agree that, unless either Party gives notice to the other Party at least 60 days prior to the End Date that such Party declines to provide or receive uninterrupted service under this Agreement following the End Date, notice of intent to negotiate under Sections 251 and 252 of the Act shall be deemed to have been given by Carrier to Sprint as of the End Date. In such event, the End Date will be extended for 160 days. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, the 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.
- 4.2 In the event that this Agreement expires under section 3.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective 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 the events under sections 3.2, 3.3, 3.4 and 3.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.
- 4.3 In the event that on the End Date the Parties have not executed a successor agreement and Section 4.2 does not apply, Sprint will continue to provide services pursuant to one of the following:
- 4.3.1 Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
- 4.3.2 An existing agreement between Sprint and another carrier adopted by Carrier for the remaining term of that agreement. If Carrier fails to designate an agreement under this subsection, then Sprint may designate such agreement.

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5. AUDITS AND EXAMINATIONS

- 5.1. As used herein, "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.
- 5.2. 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. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this §5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within 30 days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

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6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 6.2. Sprint agrees to 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 Sprint.
- 6.3. Sprint 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 Sprint.
- 6.4. To the extent not prohibited by a contract with the vendor of the network element sought by Carrier that contains Intellectual Property licenses, Sprint shall reveal to Carrier the name of the vendor, the Intellectual Property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at Carrier's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Carrier.
- 6.5. All costs associated with the extension of Intellectual Property rights to Carrier pursuant to Section 6.2, 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 Sprint.
- 6.6. Sprint 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 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 Sprint agrees in Section 6.2 to use its best efforts to obtain.

7. LIMITATION OF LIABILITY

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

8. INDEMNIFICATION

- 8.1 Each Party agrees to 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 negligence or willful misconduct or omission of the indemnifying Party.
- 8.2 Carrier shall defend, indemnify and hold harmless Sprint from all claims by Carrier's subscribers.
- 8.3 Sprint shall defend, indemnify and hold harmless Carrier from all claims by Sprint's subscribers.
- 8.4 The indemnifying Party under this Article agrees to 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.
- 8.5 The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 8.7 When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

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- 8.8. 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 §7.1 above).

9. CONFIDENTIALITY AND PUBLICITY

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required bylaw, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this

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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.

- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 9.7. All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 9.8. The Parties agree that an impending or existing violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 9 for which legal or equitable relief is sought, all reasonable attorney fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

10. WARRANTIES

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

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11. ASSIGNMENT AND SUBCONTRACT

- 11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, 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 Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 11.2. Except as provided in section 11.1, 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.
- 11.3. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

12. GOVERNING LAW

- 12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC'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.

13. RELATIONSHIP OF PARTIES

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

14. NO THIRD PARTY BENEFICIARIES

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

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15. NOTICES

- 15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted or on the next business day when sent via nationally recognized overnight courier.

If to Sprint: Director
 Local Carrier Markets
 Sprint
 6480 Sprint Parkway
 Overland Park, KS 66251

If to Bill Biere
Carrier: General Manager
 Chariton Valley
 Communications Corp.
 109 Butler Street
 Macon, MO 63552
 660-395-9600
 Fax: 660-395-4403

with a
copy to:

with a
copy to:

If before September 1,
2004:
Gregory W. Whiteaker
Bennet & Bennet, PLLC
1000 Vermont Avenue,
NW
10th Floor
Washington, DC 20005

If on or after September
1, 2004:
Gregory W. Whiteaker
Bennet & Bennet, PLLC
10 G Street, NE
Suite 700
Washington, DC 20002

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

16. WAIVERS

- 16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly

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executed by or on behalf of the Party against whom such waiver or consent is claimed.

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

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

17. SURVIVAL

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

18. FORCE MAJEURE

18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. 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 Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

19. DISPUTE RESOLUTION PROCEDURES

19.1. The Parties recognize and agree that the Commission has continuing non-exclusive jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek

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expedited resolution by the Commission, and shall request that resolution occur in no event later than 60 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, 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.

- 19.2. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within 30 days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 19.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within 30 days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint 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. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.4. If the Parties are unable to resolve issues related to the Disputed Amounts within 30 days after the Parties' appointment of designated representatives pursuant to §19.3, then either Party may file a complaint with the Commission in accordance with §19.1 or pursue other available remedies in law or equity. The Commission may direct payment of any or all funds to be paid to either Party. Such payment will be made within thirty days after final determination of such dispute.

20. COOPERATION ON FRAUD

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

21. TAXES

- 21.1. 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

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use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

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

21.3.3 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, 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.

21.3.4 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.

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- 21.3.5 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.
- 21.3.6 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.
- 21.3.7 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.
- 21.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 21.4.1 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.
- 21.4.2 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.
- 21.4.3 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.
- 21.4.4 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.

21.4.5 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.

21.4.6 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.

21.4.7 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.

21.5 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.

22. AMENDMENTS AND MODIFICATIONS

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

23. SEVERABILITY

23.1. Subject to Section 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.

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24. HEADINGS NOT CONTROLLING

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

25. ENTIRE AGREEMENT

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

26. COUNTERPARTS

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

27. SUCCESSORS AND ASSIGNS

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

28. IMPLEMENTATION

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

29. SECURITY DEPOSIT

- 29.1. Sprint 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 Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 29.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.

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- 29.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 29.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 29.5. The fact that a security deposit has been made in no way relieves Wireless Carrier from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 29.6. Sprint reserves the right to increase, and Wireless Carrier agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in Wireless Carrier's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 29.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to Wireless Carrier, provided, however, Sprint may exercise its right to credit any cash deposit to Wireless Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 29.7.1. when Wireless Carrier undisputed balances due to Sprint that are more than thirty (30) days past due; or
- 29.7.2. when Wireless Carrier files for protection under the bankruptcy laws; or
- 29.7.3. when an involuntary petition in bankruptcy is filed against Wireless Carrier and is not dismissed within sixty (60) days; or
- 29.7.4. when this Agreement expires or terminates.
- 29.8. 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 returned to Wireless Carrier when Wireless Carrier has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network, including a Sprint Tandem Switch or a Sprint End Office Switch. The Parties may also interconnect at a meet point which is not a Sprint Tandem or End Office Switch. For each LATA in which Carrier wants to establish Direct Interconnection with Sprint, Carrier must establish at least one physical POI in each LATA containing a Sprint Tandem or End Office Switch with which Carrier and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation.
- 1.3. Interconnection Facilities
 - 1.3.1. Interconnection mid-span meet arrangements will be made available to Carrier to the extent that Sprint makes such arrangements available to other carriers.
 - 1.3.2. For construction of new facilities for Interconnection, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is greater. Sprint will be the "controlling carrier" for purposes of MECOD guidelines.
 - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and Carrier, the relative use factor will be adjusted to reflect the proportionate percentage of the route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or Carrier can lease tariffed services from Sprint. If Carrier chooses to lease tariff services from Sprint, special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
 - 1.3.4. If Carrier uses third-party leased facilities for a meet-point arrangement between Sprint and a third party (i.e., a connecting ILEC), the POI will be defined as the Sprint office in which the leased facility terminates.
 - 1.3.5. If Carrier uses leased facilities to interconnect directly with Sprint, the POI will be defined as the demarcation between Sprint's facility and the leased facility (even if the Carrier is leasing the facility from Sprint).

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1.4. Interconnection to Sprint is possible with the following types of interconnection:

1.4.1. Type 1 Interconnection. 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 Sprint NXXs that terminate to end users that are assigned to the end office where the Type-1 interconnection is established or terminate to any end office that sub-tends the tandem of 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 described in 4.2.2.4 will apply. Any traffic that presently goes beyond the above mentioned calling scope will need to be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.

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

1.4.1.2 Any charges, including any access charges, that Sprint incurs as a result of terminating calls to third parties on behalf of Carrier due to the nature of Carrier's Type 1 interconnection, will be billed to Carrier, and Carrier agrees to pay these charges.

1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint 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, 911/E911, or to carry 800 or 900 traffic. 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 trunking groups. This interconnection type typically requires that a 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.

1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Sprint NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic. This interconnection type typically

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requires that a 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.

- 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Intentionally left blank.
- 1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
- 1.7. The Parties agree to utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between Sprint 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.
- 1.8. Following execution of an appropriate agreement, Sprint agrees to provide Carrier with collocation space in its facilities consistent with the Act, FCC or Commission rules.
- 1.9. Establishing a Rate Center
 - 1.9.1. When Sprint 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 different from the Tandem Switch POI as long as such rate center is located within the serving area of the Tandem Switch to which Carrier is interconnected.
 - 1.9.2. For Type 2A and Type 2B interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center.
 - 1.9.3. 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

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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.

- 1.9.4. Notwithstanding anything to the contrary contained herein, 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, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
- 1.9.5. Carrier agrees not to provide fixed wireless services under the terms of this agreement. Should Carrier desire to provide fixed wireless services, the Parties will execute a separate agreement for that purpose.
- 1.10. The provisions of this Section shall apply to Sprint's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- 1.11. 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.

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.
- 2.2. Each Party agrees to establish trunking groups from the POI to their designated switching center(s) including, but not limited to, those containing End Office switches, Tandem switches, 911 routing switches, and directory assistance/operator service switches, if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, the Parties have agreed to use an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of traffic that is InterMTA. Based upon the unique MTA geography of the specific areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided herein, the InterMTA traffic factor shall be 3%, which shall be applied only on minutes of use terminating from Carrier to Sprint, and the PIU factor shall be 30%, such that 30% of the InterMTA traffic shall be treated as interstate, and 70% (100%-30%) shall be treated as

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intrastate. Following the initial three month period, either Party may conduct a state-specific traffic study, using a minimum of 30 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 agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such study.

- 2.4. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code where available. 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. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

2.4.1 Where Carrier is unwilling to utilize an alternate interconnection protocol, Carrier will provide Sprint 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 Sprint. 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 Sprint internal customer demand for 64K CCC trunks.

- 2.5. Where available, Sprint 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 Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. The Parties will cooperate in the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of SS7-based features

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between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

- 2.10. Each Party is responsible for the transport of originating calls from its network to the POI, except as provided in Section 1.2 of this Section, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. This Agreement applies only to the exchange of Local Traffic, which includes Transit Traffic, Indirect Traffic and Ancillary Traffic, but only to the extent they are also 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 addressed elsewhere, as referenced in sections 1.1 and 1.2 of Part B and 4.1 of Part C.
- 3.2. 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 or interconnect at a Tandem Switch, Sprint will provide Transit Services for Carrier's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Sprint, (3) IXC's, and (4) other CMRS carriers. Upon mutual agreement of the Parties, Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 3.3. Sprint agrees not to impose restrictions on other traffic types delivered to/from the Point of Interconnection (POI) but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to work with Sprint in the development of the necessary traffic data required for sampling purposes is available for such audit. Notwithstanding the foregoing, and subject to Section 5.3 of Part B, Carrier shall not be required to make modifications to its billing or traffic recording systems or to its routing practices in order to develop data not otherwise available in the normal course of Carrier's operations.

4. COMPENSATION

4.1. Non-Local Traffic

- 4.1.1. Compensation for Non-Local Traffic and 800 traffic originated by a Party and terminated to the other Party shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

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- 4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Sprint 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 Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.
- 4.2. Local Traffic. Under this Agreement, Sprint 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, 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.
- 4.2.1. Reciprocal Compensation for Local Traffic
- 4.2.1.1. 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 Sprint facilities to a Sprint End Office through a Sprint Tandem Switch would include usage-based charges from Sprint to Carrier for Tandem Switching, Common Transport to the End Office, and End Office Switching.
- 4.2.1.2. Usage Rate Elements.
- 4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.
- 4.2.1.2.2. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches, between Sprint's End Offices and Remotes subtending those End Offices, and between Sprint End Offices where Type 1 Interconnections exist.
- 4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem Switch.

4.2.2 Traffic Terminating to Sprint

- 4.2.2.1 Sprint will bill Carrier for Carrier originated direct Local Traffic terminating on Sprint's network.
- 4.2.2.2 Type 2A Interconnection Charge. Sprint will bill Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2A Interconnection.
- 4.2.2.3 Type 2B Interconnection Charge. Sprint will bill the End Office Switching rate element, and will bill Common Transport when traffic terminates to a Sprint Remote Switch. These rate elements are reflected in Attachment I for all direct Local Traffic terminating to Sprint via a Sprint Type 2B Interconnection.
- 4.2.2.4 Type 1 Interconnection Charge. Sprint 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 Sprint via a Sprint Type1 Interconnection.

4.2.3 Traffic Terminating to Carrier

- 4.2.3.1 Subject to Sections 4.2.3.2 and 4.2.3.3, below, Carrier will bill Sprint the same reciprocal and symmetrical rates as Sprint bills Carrier for termination of Sprint-originated direct Local Traffic terminating on Carrier's network.
- 4.2.3.2. Type 2A Tandem Interconnection Charges and Type 2B End Office Interconnection Charges. Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the Common Transport, End Office Switching, and when applicable, Tandem Switching, rate elements as reflected in Attachment I for all Sprint-originated direct Local Traffic terminating to Carrier via a Sprint Type 2A or Type 2B Interconnection. Sprint shall pay Carrier for Tandem Switching only when Carrier's switch is serving a geographic area of comparable size to the area served by the Sprint tandem. In order to validate the geographic area, Carrier must provide documentation supporting the following:
 - 4.2.3.2.1. Carrier's switch serves a geographic area that is comparable in size to the area served by the Sprint tandem switch;
 - 4.2.3.2.2. Carrier has obtained NPA/NXX codes to serve subscribers within the geographic area; and

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4.2.3.2.3. Carrier is serving the area using its own facilities.

4.2.3.3. Based on the information provided to Sprint by Carrier, Sprint acknowledges that Carrier, at the time of the Effective Date of this Agreement, has met the geographic area service requirements of Section 4.2.3.2. Sprint reserves the right to review Carrier's switch service area and cease payment of the tandem switching rate element should Carrier no longer satisfy the requirements of Section 4.2.3.2.

- 4.3. Indirect Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. Rate elements charged to Carrier for terminating Indirect Traffic can include (1) End Office Switching as set forth in Attachment I, (2) Common Transport charges set forth in Attachment I, and (3) Tandem Switching as set forth in Attachment I.
- 4.4. Indirect Traffic Terminating to Carrier. Subject to the billing arrangement contained in Part C, section 4.2.3, rate elements that may be charged to Sprint for terminating Indirect Traffic are (1) End Office Switching as set forth in Attachment I; (2) any applicable Common Transport charge as set forth in Attachment I; and (3) any applicable Tandem Switching charge as set forth in Attachment I, except where the transiting LEC and Carrier's MSC are collocated. Indirect interconnection with Sprint shall only be allowed to the extent Carrier is interconnected at the tandem where Sprint's End Office subtends.
- 4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements as set forth in Attachment I when Carrier uses a Sprint access tandem to terminate Transit Traffic to a third-party LEC or another carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate Transit Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third party LEC or another carrier to which the traffic is delivered. Sprint shall not be responsible for reciprocal compensation to Carrier for call termination charges associated with third-party traffic that transits Sprint's network.
- 4.5.1 Notwithstanding any other provision to the contrary, once the Transit Traffic volume between Carrier and a third party carrier exceeds a DS1 equivalent of traffic, Sprint may no longer provide transit service and Carrier must establish a direct interconnection with the third party for the exchange of such traffic. Sprint will notify Carrier when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) Days of such notification, Carrier shall establish a direct interconnection with such third party. After sixty (60) Days, if Carrier has not established a direct interconnection, and if Carrier is exercising its best efforts to implement a

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direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that Carrier is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.

- 4.6. Paging Traffic. Sprint will not compensate Carrier for termination of paging services until such time as Carrier has filed with and received approval of relevant cost studies from the pertinent state commission in accordance with 47 C.F.R. 51.711(c).
- 4.7. Intentionally left blank.
- 4.8. Either Party may initiate a review, upon reasonable request of the other Party, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.
- 4.9. To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual, direct Local Traffic, Carrier will bill Sprint based upon 54% (35% ÷ 65%) of the amount billed by Sprint to Carrier. This billing arrangement assumes that approximately 65% of the total traffic between the Parties is Sprint terminating traffic.
- 4.10. After this Agreement has been in effect for a 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 Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.
- 4.11. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, IntraLATA Toll or Switched Access, if applicable.
- 4.12. Interconnection Facilities
 - 4.12.1. Dedicated Transport rates apply to dedicated transport facilities that Carrier leases from Sprint.
 - 4.12.2. Nonrecurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's connecting facilities are subject to a nonrecurring charge. Where interconnection facilities are used for two-way traffic, Carrier may bill Sprint back for a percentage of the non-recurring charge based on the then current facility factor as set forth in Section 4.12.3, below.
 - 4.12.3. The cost of shared facilities and trunks dedicated to transport traffic under this Agreement, will be split between the Parties either on the relative actual traffic volumes or according to an agreed upon facility factor. To

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the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and Carrier will allocate the cost of interconnection facilities based upon an 65% mobile-to-land traffic volume and a 35% land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 35% of Sprint's total interconnection facilities billing to Carrier). 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, 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 Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

- 4.12.4. If Carrier provides the interconnection facility via lease of meet-point circuits between Sprint and a third party; or lease of third-party facilities or construction of its own facilities; Carrier may charge Sprint for a proportionate amount of the cost of such interconnection facility based on the relative actual traffic volumes, or to the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, the factor stated in 4.12.3 for that portion of the facility located within the boundary of Sprint's contiguous serving area where the POI is located using the lesser of (1) Sprint's cost-based dedicated interconnection rate; (2) its own cost-based rates if filed and approved by a commission of appropriate jurisdiction in accordance with 47 C.F.R. 51.711(b); or (3) the actual lease cost of the interconnecting facility. If Sprint elects to provision its own direct transport to Carrier's network to deliver its originated traffic, or if Carrier elects to use Indirect Interconnection, there is no shared interconnection facility for which Sprint would compensate Carrier. If Sprint elects to provision its own transport to Carrier's network to deliver its originated traffic, Sprint reserves the right to only provision to the boundary of Sprint's contiguous serving area in the LATA.
- 4.12.5. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.
- 4.13. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, 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 ("ISP Compensation Order"), including but not limited to Sprint's option

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to invoke on a date specified by Sprint, the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. Carrier agrees that on the date designated by Sprint, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order.

5. CHARGES AND PAYMENT

- 5.1. 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.
- 5.2. 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.
- 5.3. 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. Disputed amounts will not be paid into an escrow account. All bill disputes must be raised within 24 months of the date of issuance of the disputed bill. If the billing dispute is finally resolved in favor of the billing Party, late payment charges (pursuant to the immediately following paragraph) shall accrue from the date payment was originally due.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5. Sprint 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 pursuant to Part B, Section 3.2.

6. BILLING

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with any third-party LEC providing the transport and/or switching services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

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- 6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.
- 6.3. When a third-party's tandem and/or Transit Service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.
- 6.4. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.
- 6.5. No discrete development charges shall be imposed on Carrier or Sprint for the establishment of standard meet-point billing arrangements.
- 6.6. Exchange of Records
 - 6.6.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
 - 6.6.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
- 6.7. Sprint and Carrier agree to exchange test files as necessary to support implementation of billing prior to live bill production. Upon request, Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed-upon format.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

1. GENERAL REQUIREMENTS

- 1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers,

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network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

- 1.2. 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.
- 1.3. Sprint will process Carrier maintenance requests at Parity.
- 1.4. Major failures that will be reported are defined as follows:
 - 1.4.1. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1,000 access lines, whichever is less with a duration of two minutes or more.
 - 1.4.2. Toll or EAS isolation of an entire exchange with a duration of two minutes or more.
 - 1.4.3. Any digital cross connect or fiber optic complete system failure lasting two minutes or more.
- 1.5. 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, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 1.6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

- 2.1. Sprint 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 Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching

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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.

3. SERVICE PROJECTIONS

- 3.1. Sprint 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:
 - 3.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;
 - 3.1.2. Two-Six Codes for each trunk group;
 - 3.1.3. Quantity of trunks in service;
 - 3.1.4. 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;
 - 3.1.5. 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.

4. QUALITY OF SERVICE

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

5. INFORMATION

- 5.1. 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.

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PART E – ACCESS TO TELEPHONE NUMBERS

1. GENERAL REQUIREMENTS

- 1.1. 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 - LOCAL NUMBER PORTABILITY

- 1.1 The Parties shall provide LNP and port assigned telephone numbers on a reciprocal basis in accordance with FCC Rules and Regulations as may be prescribed from time to time.
- 1.2 The Parties agree to exchange information required to port a customer pursuant to the guidelines set forth by the OBF.
- 1.3 For Type 1 interconnections, when a third-party carrier submits an order to port a number from Carrier to the third party, or when an order is submitted to port a number to Carrier, the Translation Rearrangement Charge on Attachment 1 will apply for each number.
- 1.3.1 Sprint will work with Carrier to migrate Carrier's Type 1 service and associated directory numbers to Type 2. Such migration will not require the disconnection of Carrier's existing Type 1 trunks.

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

Carrier

Sprint

By: William Biere

By: William E. Cheek

Name (typed): William Biere

Name: William E. Cheek

Title: General Manager

Title: Assistant Vice President Strategic Sales & Account Management

Date: 7-22-04

Date: 7/30/04

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ATTACHMENT I – PRICE LIST

Description	State – MO
SERVICE ORDER	
Manual Service Order	\$30.78
Electronic Service Order	\$4.18
TRANSLATIONS REARRANGEMENT CHARGE	\$30.00
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.006102
Tandem Switching Per Minute of Use	\$0.003561
Common Transport per Minute of Use	\$0.002923
TRANSPORT	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$116.04
NRC DS3	\$127.34
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$233.16
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$35.24
DS1 Electrical X-Connect	\$2.72
DS3 Electrical X-Connect	\$24.11
DS1 Facility Cross Connect	\$1.36
FEATURES	
STP Port	\$291.63
NRC STP Port	\$275.38
STP Switching	\$0.56
911 Tandem Port	\$19.59
NRC 911 Tandem Port	\$138.10

*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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Wireless Intraexchange Interconnection Rates

Exchange	CLLI	Band	DS1 Intraexchange Interconnection
Jefferson City	JFCYMOXAH	BAND 1	\$ 90.49
Ferrelview	FLVWMOXAH	BAND 2	\$ 99.27
Warrensburg	WRBGMOXAH	BAND 2	\$ 99.27
Harrisonville	HNVLMOXAR	BAND 3	\$ 115.18
Lexington	LXTNMOXAR	BAND 3	\$ 115.18
Maryville	MAVLMOXAH	BAND 3	\$ 115.18
Newburg	NWBGMOXAR	BAND 3	\$ 115.18
Pickering	PCNGMOXAS	BAND 3	\$ 115.18
Platte City	PLCYMOXAR	BAND 3	\$ 115.18
Rolla	ROLLMOXAH	BAND 3	\$ 115.18
Windsor	WNDSMOXAR	BAND 3	\$ 115.18
Butler	BTLRMOXAR	BAND 4	\$ 131.27
California	CLFRMOXAR	BAND 4	\$ 131.27
Clinton	CLTNMOXAH	BAND 4	\$ 131.27
Deepwater	DPWRMOXAR	BAND 4	\$ 131.27
Pleasant Hill	PLHLMOXAR	BAND 4	\$ 131.27
Sweet Springs	SWSPMOXAR	BAND 4	\$ 131.27
Tipton	TPTNMOXAS	BAND 4	\$ 131.27
Buckner	BCKNMOXAR	BAND 5	\$ 149.86
Ft. Leonard Wood	FTLWMOXAS	BAND 5	\$ 149.86
Holts Summit	HLSMMOXAR	BAND 5	\$ 149.86
Kearney	KRNYMOXAS	BAND 5	\$ 149.86
Lake Latowana	LKLTMOXAR	BAND 5	\$ 149.86
Lebanon	LBNNMOXAS	BAND 5	\$ 149.86
Oak Grove	OKGVMOXAS	BAND 5	\$ 149.86
Odessa	ODSSMOXAR	BAND 5	\$ 149.86
Salem	SALMMOXAS	BAND 5	\$ 149.86
Appleton City	APCYMOXAR	BAND 6	\$ 199.95
Blackburn	BLBNMOXAS	BAND 6	\$ 199.95
Blairstown	BLTWMOXA	BAND 6	\$ 199.95
Brazito	BRZTMOXAR	BAND 6	\$ 199.95
Chilhowee	CHLHMOXAS	BAND 6	\$ 199.95
Clarksburg	CLBGMOXAS	BAND 6	\$ 199.95
Cole Camp	CLCMMOXXS	BAND 6	\$ 199.95
Calhoun	CLHNMOXAS	BAND 6	\$ 199.95

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Camden Point	CMPNMOXAS	BAND 6	\$ 199.95
Centertown	CNTWMOXAS	BAND 6	\$ 199.95
Centerview	CNVWMOXAS	BAND 6	\$ 199.95
Coal	COALMOXAS	BAND 6	\$ 199.95
Craig	CRAGMOXAR	BAND 6	\$ 199.95
Dearborn	DRBRMOXAS	BAND 6	\$ 199.95
Edgerton	EGTNMOXAS	BAND 6	\$ 199.95
Eugene	EUGNMOXAR	BAND 6	\$ 199.95
Fairfax	FRFXMOXAR	BAND 6	\$ 199.95
Green Ridge	GNRGMOXAS	BAND 6	\$ 199.95
Holden	HLDNMOXAR	BAND 6	\$ 199.95
Henrietta	HNRTMOXAS	BAND 6	\$ 199.95
Holt	HOLTMOXAS	BAND 6	\$ 199.95
Houstonia	HOSTMOXAS	BAND 6	\$ 199.95
Hopkins	HPKNMOXAS	BAND 6	\$ 199.95
Hardin	HRDNMOXAS	BAND 6	\$ 199.95
Ionia	IONIMOXAS	BAND 6	\$ 199.95
King City	KGCYMOXAS	BAND 6	\$ 199.95
Kingsville	KGVLMOXAS	BAND 6	\$ 199.95
Leeton	LETNMOXAS	BAND 6	\$ 199.95
Lincoln	LNCLMOXAR	BAND 6	\$ 199.95
Lone Jack	LNJCMOXAR	BAND 6	\$ 199.95
Mound City	MDCYMOXAR	BAND 6	\$ 199.95
Malta Bend	MLBNMOXAS	BAND 6	\$ 199.95
Missouri City	MSCYMOXAS	BAND 6	\$ 199.95
Montrose	MTRSMOXAS	BAND 6	\$ 199.95
New Bloomfield	NBFDMOXAR	BAND 6	\$ 199.95
Norborne	NRBRMOXAS	BAND 6	\$ 199.95
Otterville	OEVLMOXAS	BAND 6	\$ 199.95
Orrick	ORCKMOXAS	BAND 6	\$ 199.95
Richland	RCLDMOXAR	BAND 6	\$ 199.95
Russellville	RLVLMOXAR	BAND 6	\$ 199.95
Smithton	SHTNMOXAS	BAND 6	\$ 199.95
Strasburg	STBGMOXXR	BAND 6	\$ 199.95
St. Roberts	STRBMOXAR	BAND 6	\$ 199.95
St. Thomas	STTMMOXAR	BAND 6	\$ 199.95
Syracuse	SYRCMOXAS	BAND 6	\$ 199.95
Taos	TAOSMOXAR	BAND 6	\$ 199.95
Tarkio	TARKMOXAR	BAND 6	\$ 199.95
Urich	URCHMOXAS	BAND 6	\$ 199.95
Wellington	WGTMOXAS	BAND 6	\$ 199.95
Warsaw	WRSWMOXAS	BAND 6	\$ 199.95
Weston	WSTNMOXAR	BAND 6	\$ 199.95
Waverly	WVRLMOXAS	BAND 6	\$ 199.95
Waynesville	WYVLMOXAR	BAND 6	\$ 199.95

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Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3
BRZTMOXA	CNTWMOXA	Brazito	Centertown	\$663.31	ICB
BRZTMOXA	EUGNMOXA	Brazito	Eugene	\$909.83	ICB
BRZTMOXA	JFCYMOXA	Brazito	Jefferson City	\$326.62	\$8,826.40
BRZTMOXA	NBFDMOXA	Brazito	New Bloomfield	\$508.16	ICB
BRZTMOXA	RLVLMOXA	Brazito	Russellville	\$786.57	ICB
BRZTMOXA	STTMMOXA	Brazito	St. Thomas	\$326.62	\$8,826.40
BRZTMOXA	TAOSMOXA	Brazito	Taos	\$679.89	ICB
CNTWMOXA	BRZTMOXA	Centertown	Brazito	\$663.31	ICB
CNTWMOXA	EUGNMOXA	Centertown	Eugene	\$919.90	ICB
CNTWMOXA	JFCYMOXA	Centertown	Jefferson City	\$336.69	\$9,108.22
CNTWMOXA	NBFDMOXA	Centertown	New Bloomfield	\$518.22	ICB
CNTWMOXA	RLVLMOXA	Centertown	Russellville	\$796.63	ICB
CNTWMOXA	STTMMOXA	Centertown	St. Thomas	\$663.31	ICB
CNTWMOXA	TAOSMOXA	Centertown	Taos	\$689.95	ICB
CNVWMOXA	WRBGMOXA	Centerview	Warrensburg	\$682.71	ICB
CLTNMOXA	COALMOXA	Clinton	Coal	\$1,196.51	ICB
CLTNMOXA	URCHMOXA	Clinton	Urich	\$652.65	ICB
COALMOXA	CLTNMOXA	Coal	Clinton	\$1,196.51	ICB
COALMOXA	URCHMOXA	Coal	Urich	\$1,196.51	ICB
CLCMMOXX	IONIMOX	Cole Camp	Ionia	\$912.54	ICB
EUGNMOXA	BRZTMOXA	Eugene	Brazito	\$909.83	ICB
EUGNMOXA	CNTWMOXA	Eugene	Centertown	\$919.90	ICB
EUGNMOXA	JFCYMOXA	Eugene	Jefferson City	\$583.21	ICB
EUGNMOXA	NBFDMOXA	Eugene	New Bloomfield	\$764.75	ICB
EUGNMOXA	RLVLMOXA	Eugene	Russellville	\$1,043.15	ICB
EUGNMOXA	STTMMOXA	Eugene	St. Thomas	\$909.83	ICB
EUGNMOXA	TAOSMOXA	Eugene	Taos	\$936.48	ICB
FLVWMOXA	KSCYMO55	Ferrelview	Kansas City Metro**	\$31.72	\$269.70
FLVWMOXA	PLCYMOXA	Ferrelview	Platte City	\$326.40	\$8,820.52
FTLWMOXA	STRBMOXA	Fort Leonard Wood	St. Robert	\$467.12	ICB
FTLWMOXA	WYVLMOXA	Fort Leonard Wood	Waynesville	\$467.12	ICB
IONIMOX	CLCMMOXX	Ionia	Cole Camp	\$912.54	ICB
HLDNMOXA	KGVLMOXA	Holden	Kingsville	\$294.41	\$7,924.24
JFCYMOXA	BRZTMOXA	Jefferson City	Brazito	\$326.62	\$8,826.40
JFCYMOXA	EUGNMOXA	Jefferson City	Eugene	\$583.21	ICB
JFCYMOXA	NBFDMOXA	Jefferson City	New Bloomfield	\$181.54	\$4,763.83
JFCYMOXA	RLVLMOXA	Jefferson City	Russellville	\$459.94	ICB
JFCYMOXA	STTMMOXA	Jefferson City	St. Thomas	\$326.62	\$8,826.40
JFCYMOXA	TAOSMOXA	Jefferson City	Taos	\$353.27	\$9,572.42
KGVLMOXA	HLDNMOXA	Kingsville	Holden	\$294.41	\$7,924.24

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LKLTMOXA	BLSPMOXA		Lake Lotawana	Blue Springs**	\$261.99	\$6,240.05
LKLTMOXA	KSCYMO41		Lake Lotawana	Lee's Summit **	\$261.99	\$6,240.05
MAVLMOXA	PCNGMOXA		Maryville	Pickering	\$323.77	\$8,746.62
NBFDMOXA	BRZTMOXA		New Bloomfield	Brazito	\$508.16	ICB
NBFDMOXA	CNTWMOXA		New Bloomfield	Centertown	\$518.22	ICB
NBFDMOXA	EUGNMOXA		New Bloomfield	Eugene	\$764.75	ICB
NBFDMOXA	JFCYMOXA		New Bloomfield	Jefferson City	\$181.54	\$4,763.83
NBFDMOXA	RLVLMOXA		New Bloomfield	Russellville	\$641.48	ICB
NBFDMOXA	STTMMOXA		New Bloomfield	St. Thomas	\$508.16	ICB
NBFDMOXA	TAOSMOXA		New Bloomfield	Taos	\$534.81	ICB
NRBRMOXA			Norborne	Stet	\$1,307.30	ICB
OKGVMOXA	NRBRMOXA		Oak Grove	Norborne	\$323.77	ICB
PCNGMOXA	MAVLMOXA		Pickering	Maryville	\$326.40	\$8,746.62
RLVLMOXA	BRZTMOXA		Russellville	Brazito	\$786.57	\$8,820.52
RLVLMOXA	CNTWMOXA		Russellville	Centertown	\$796.63	ICB
RLVLMOXA	EUGNMOXA		Russellville	Eugene	\$1,043.15	ICB
RLVLMOXA	JFCYMOXA		Russellville	Jefferson City	\$459.94	ICB
RLVLMOXA	NBFDMOXA		Russellville	New Bloomfield	\$641.48	ICB
RLVLMOXA	STTMMOXA		Russellville	St. Thomas	\$786.57	ICB
RLVLMOXA	TAOSMOXA		Russellville	Taos	\$813.21	ICB
STRBMOXA	FTLWMOXA		St. Robert	Fort Leonard Wood	\$467.12	ICB
STRBMOXA	WYVLMOXA		St. Robert	Waynesville	\$377.07	\$9,892.09
STTMMOXA	BRZTMOXA		St. Thomas	Brazito	\$326.62	\$8,826.40
STTMMOXA	CNTWMOXA		St. Thomas	Centertown	\$663.31	ICB
STTMMOXA	EUGNMOXA		St. Thomas	Eugene	\$909.83	ICB
STTMMOXA	JFCYMOXA		St. Thomas	Jefferson City	\$326.62	\$8,826.40
STTMMOXA	NBFDMOXA		St. Thomas	New Bloomfield	\$508.16	ICB
STTMMOXA	STTMMOXA		St. Thomas	St. Thomas	\$326.62	\$8,826.40
STTMMOXA	TAOSMOXA		St. Thomas	Taos	\$679.89	ICB
URCHMOXA	CLTNMOXA		Urich**	Clinton	\$1,196.51	ICB
URCHMOXA	COALMOXA		Urich**	Coal	\$1,196.51	ICB
WRBGMOXA	FTLWMOXA		Warrensburg	Fort Leonard Wood	\$890.53	ICB
WRBGMOXA	STRBMOXA		Warrensburg	St. Robert	\$800.48	ICB
WYVLMOXA	FTLWMOXA		Waynesville	Fort Leonard Wood	\$467.12	ICB
WYVLMOXA	STRBMOXA		Waynesville	St. Robert	\$377.07	\$9,892.09

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