

**INTERCONNECTION  
AND  
TRAFFIC EXCHANGE  
AGREEMENT**

**by and between**

**INDIANHEAD TELEPHONE COMPANY**

**and**

**CELLCO PARTNERSHIP  
d/b/a  
VERIZON WIRELESS**

**for the State of Wisconsin**

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# INTERCONNECTION AND TRAFFIC EXCHANGE AGREEMENT

## PREFACE

This Interconnection and Traffic Exchange Agreement (“Agreement”) shall be deemed effective October 1, 2013 (the “Effective Date”), between Indianhead Telephone Company, a corporation organized under the laws of the State of Wisconsin, with offices at 123 West 7th St, Blue Earth, MN 56013, (“Indianhead”), and Cellco Partnership d/b/a Verizon Wireless (“Cellco Partnership”), a general partnership organized under the laws of the State of Delaware, with offices at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its wireless subsidiaries and affiliates operating within the State of Wisconsin from time to time (the “VZW Affiliates” and, together with Cellco Partnership, “Verizon Wireless”). (Verizon Wireless and Indianhead may be referred to hereinafter, each, individually as a “Party”, and, collectively, as the “Parties”).

## GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon Wireless and Indianhead hereby agree as follows:

### 1. Application of Law

- 1.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Wisconsin, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 1.2 Each Party shall remain in compliance with Applicable Law in the course of performing its obligations under this Agreement.
- 1.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any Governmental Authority.
- 1.4 Each Party shall promptly notify the other Party in writing of any action of a Governmental Authority that limits, suspends, cancels, terminates, withdraws, or otherwise materially affects, the notifying Party’s ability to perform its obligations under this Agreement.
- 1.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 1.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to

this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may, in its sole discretion, pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 10 of this Agreement.

## **2. Assignment**

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 2 shall be void and ineffective and constitute default of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent: (a) to any parent, subsidiary or Affiliate entity; (b) to any successor in interest of all or substantially all of the assets, stock or business of that Party to which this Agreement pertains; (c) to any FCC-approved assignee or transferee of any CMRS station of a Party that is subject to this Agreement; or (d) for Verizon Wireless, to any entity that is a parent, subsidiary or Affiliate of Cellco Partnership; provided, however, that in each such case the assignee assumes all of the assigning Party's liabilities and duties under the Agreement.

## **3. Audits**

- 3.1 Except as may be otherwise specifically provided in this Agreement, each Party ("Auditing Party") may audit the books, records, documents, facilities and systems of the other Party ("Audited Party") for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$100,000.00.
- 3.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given written notice of the audit to the Audited Party.
- 3.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems reasonably necessary to assess the accuracy of the Audited Party's bills.
- 3.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

## **4. Authorization**

- 4.1 Cellco Partnership represents and warrants that it is a general partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, and that it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 4.2 Indianhead represents and warrants that it is a corporation and a rural rate of return telephone company, duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and that it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

**5. Billing and Payment; Disputed Amounts**

- 5.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party, on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 5.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) Business Days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 5.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall 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. A Party may also dispute prospectively with a single written notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 10, Dispute Resolution.
- 5.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 5.5 The Parties shall submit timely statements of charges to the other Party. Neither Party shall initiate credit claims nor bill the other Party for previously unbilled, under billed or over-billed charges for Services that were provided more than two (2) years prior to the applicable bill date.

**6. Confidentiality**

- 6.1 As used in this Section 6, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
  - 6.1.1 books, records, documents and other information disclosed in an audit pursuant to Section 3;
  - 6.1.2 any forecasting information provided pursuant to this Agreement;

- 6.1.3 Customer Information (except to the extent that (a) the Customer Information is published in a directory, (b) the Customer Information is disclosed through or in the course of furnishing directory assistance, operator service, Caller ID, LIDB or a similar service or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- 6.1.4 information related to specific facilities or equipment;
- 6.1.5 any information that is in written, graphic, electromagnetic or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and
- 6.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) Business Days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 6.1.5 or 6.1.6.

- 6.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
  - 6.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
  - 6.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates shall be required by the Receiving Party to comply with the provisions of this Section 6 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates to comply with the provisions of this Section 6.
- 6.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including, without limitation, any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement and (b) one copy for archival purposes only.
- 6.4 Unless otherwise agreed, the obligations of Sections 6.2 and 6.3 do not apply to information that:

- 6.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 6.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 6.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 6.4.4 is independently developed by the Receiving Party;
  - 6.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
  - 6.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate written notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 6.5 Notwithstanding the provisions of Sections 6.1 through 6.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any Governmental Authority to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 6.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 6.7 The provisions of this Section 6 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 6.8 Each Party has implemented and shall maintain a commercially reasonable written information security program intended to prevent unauthorized access to or use of the Party's network and business systems and to protect the security of information on the Party's network and business systems. A Party shall immediately notify the other Party if it learns of any situation that may have resulted in the unauthorized use or disclosure of the other Party's Confidential Information and assist that Party in investigating, assessing and mitigating the extent and nature of the unauthorized use or disclosure.

- 6.9 Each Party represents and warrants that its arrangements with its subcontractors and interconnecting carriers with respect to transport and delivery of network based communications are consistent with customary practice and usage in the telecommunications industry with respect to implementing appropriate safeguards intended to protect the security and confidentiality of the information transmitted over shared networks, and comply with Applicable Law including, without limitation, the CPNI requirements under Section 222 of the Act, and the Electronic Communications Privacy Act, as amended.
- 6.10 Each Party's obligations under this Section 6 shall extend for a period of ten (10) years following the date of initial disclosure of that Confidential Information, and such obligations shall survive expiration, cancellation or termination of this Agreement.
- 6.11 Intentionally Left Blank
- 6.12 Indianhead agrees that, in event it comes into possession of any Verizon Wireless customer data, no such data shall be stored or transmitted, at, in or through, a site located outside of the United States without the advance written consent of Verizon Wireless. For purposes of this Section 6.12, the term "Verizon Wireless customer data" shall mean: (a) any subscriber information, including, without limitation, name, address, phone number or other personal information of any Verizon Wireless subscriber; (b) any call-associated data, including, without limitation, the telephone number, internet address or similar identifying designator associated with a communication; (c) any billing records; (d) the time, date, size, duration of a communication or the physical location of equipment used in connection with a communication; or (e) the content of any Verizon Wireless customer communication.
- 6.13 It is agreed that a violation of any of the provisions of this Section 6 regarding unauthorized disclosure of Confidential Information will cause irreparable harm and injury to the disclosing Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Section 6.

## **7. Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **8. Default**

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 5.3 to the billing Party of amounts not subject to a good faith dispute) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder or (b) terminate this Agreement and the provision of all Services hereunder (as set forth in Section 34.5).

## **9. Discontinuance of Service**

- 9.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, such Party shall send written notice of such discontinuance to the other Party. The discontinuing Party shall provide such notice at least thirty (30) days in advance of discontinuance of its service or, if a longer period of notice is required by Applicable Law, such longer period in advance of discontinuance.
- 9.2 Nothing in this Section 9 shall limit either Party's right to terminate this Agreement or suspend provision of Services under this Agreement.

## **10. Dispute Resolution**

- 10.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party shall provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance or breach, and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement which, for the avoidance of any doubt, the Parties in their respective sole discretion may choose to enter into or not, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 10.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, each Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise.

## **11. Force Majeure**

- 11.1 Neither Party shall be responsible for any delay or failure in performance that results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, floods, fires, explosions, government requirements, acts of civil or military authorities, earthquakes, volcanic actions, power failures, embargoes, boycotts, wars, revolutions, civil commotions, acts of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 11.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

- 11.3 Notwithstanding the provisions of Sections 11.1 and 11.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 11.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

## **12. Entire Agreement**

This Agreement, which includes without limitation the Glossary, Attachments and any Appendices and Exhibits hereto, constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding or representation on the subject matter hereof.

## **13. Fraud**

- 13.1 Indianhead assumes responsibility for all fraud associated with its Customers and accounts. Verizon Wireless shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Indianhead's account in cases of, fraud by (or affecting) Indianhead's Customers or other third parties.
- 13.2 Verizon Wireless assumes responsibility for all fraud associated with its Customers and accounts. Indianhead shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Verizon Wireless's account in cases of, fraud by (or affecting) Verizon Wireless's Customers or other third parties.

## **14. Good Faith Performance**

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

## **15. Headings**

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

## **16. Indemnification**

- 16.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.
- 16.2 Indemnification Process.

- 16.2.1 As used in this Section 16, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 16.1.
- 16.2.2 An Indemnifying Party's obligations under Section 16.1 shall be conditioned upon the following (i.e., the remainder of Section 16, below):
- 16.2.3 The Indemnified Person: (a) shall give the Indemnifying Party written notice of the Claim promptly after becoming aware thereof (including, without limitation, a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, without limitation, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel, which approval shall not be unreasonably withheld, conditioned or delayed.
- 16.2.4 If the Indemnified Person fails to comply with Section 16.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 16.2.5 Subject to Sections 16.2.6 and 16.2.7, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 16.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Third Party Claim if the Third Party Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Third Party Claim, as to any portion of the Third Party Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 16.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold

harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

- 16.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third person claimant.
- 16.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 16.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 16.4 Each Party's obligations under this Section 16 shall survive expiration, cancellation or termination of this Agreement.

## **17. Insurance**

Each Party shall maintain during the term of this Agreement and for a period of two (2) years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 16 hereof) and all insurance required by Applicable Law. Nothing in this Agreement shall prevent either Party from self-insuring to the extent permitted by Applicable Law.

## **18. Intellectual Property**

- 18.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 18.2 Except as stated in Section 18.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 18.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE

USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

- 18.4 The Parties agree that the Services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between a Party and such Party's vendors. Each Party agrees to advise the other Party, directly or through a third party, of any such terms, conditions or restrictions that may limit the other Party's use of a Service that is otherwise permitted by this Agreement.

## **19. Joint Work Product**

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

## **20. Law Enforcement**

- 20.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement in order to support law enforcement and/or national security operations, including, without limitation, with respect to the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 20.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 20.1 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

## **21. Limitation of Liability**

- 21.1 As used in this Section 21, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 21.2 Except as otherwise stated in Section 21.5, the liability, if any, of a Party, a Party's Affiliates and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs or the sum of one dollar (\$1.00), whichever is greater.
- 21.3 Except as otherwise stated in Section 21.5, a Party, a Party's Affiliates and the directors, officers and employees of a Party and a Party's Affiliates shall not be

liable to the other Party, the other Party's Customers or to any other person in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

- 21.4 The limitations and exclusions of liability stated in Sections 21.1 through 21.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party) or otherwise.
- 21.5 Nothing contained in Sections 21.1 through 21.4 shall exclude or limit liability:
  - 21.5.1 under Sections 16, Indemnification, or 35, Taxes;
  - 21.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
  - 21.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
  - 21.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark or other intellectual property interest; or
  - 21.5.5 under Section 258 of the Act.

## **22. Modification of Agreement**

This Agreement may not be modified or waived except by a written document that is signed by authorized representatives of both Parties.

## **23. Non-Exclusive Remedies**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

## **24. Notices**

- 24.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:
  - 24.1.1 shall be in writing;
  - 24.1.2 shall be delivered (a) personally, (b) by express delivery service (by a nationally recognized firm in this business) with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy also delivered in accordance with subsection (a), (b) or (c), preceding; and
  - 24.1.3 shall be delivered to the following addresses of the Parties:

To Indianhead:

Indianhead Telephone Company  
123 West 7th St  
Blue Earth, MN 56013

To Verizon Wireless:

Verizon Wireless  
1120 Sanctuary Parkway  
Suite 150  
Mail Code GASA5ICT  
Alpharetta, GA 30009

with a copy to:

Vice President and Deputy General Counsel  
Verizon Global Wholesale  
1320 North Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 P.M. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 P.M. in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Each Party shall notify the other Party, by written notice pursuant to this Section 24, of any changes in the addresses or other contact information identified under Section 24.1.3.

**25. Point of Contact for Customers**

- 25.1 Each Party shall establish telephone numbers and/or email addresses at which such Party's Customers may communicate with such Party and shall advise such Party's Customers of these telephone numbers and/or email addresses.
- 25.2 Except as otherwise agreed to by a Party, neither Party shall have an obligation, and may decline, to accept a communication from the other Party's Customer.

**26. Publicity and Use of Trademarks or Service Marks**

- 26.1 A Party, its Affiliates and their respective directors, officers, employees, contractors and Agents shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or

other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

- 26.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 26.3 Any violation of this Section 26 shall be considered a material breach of this Agreement.

## **27. References**

- 27.1 All references to Sections, Attachments, Appendices and Exhibits shall be deemed to be references to Sections, Attachments, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 27.2 Unless the context shall otherwise require, any reference to an agreement, technical or other document (including, without limitation, Verizon Wireless or third party guides, practices or handbooks), or provision of Applicable Law, is to such agreement, document or provision of Applicable Law as amended, supplemented and in effect from time to time (and, in the case of a provision of Applicable Law, to any successor provision).

## **28. Relationship of the Parties**

- 28.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 28.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 28.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 28.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 28.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 28.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

## **29. Reservation of Rights**

Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction or industry fora, except that this reservation of rights shall not be deemed to permit a Party to take any action that would otherwise constitute a breach of one of that Party's obligations under this Agreement. The provisions of this Section 29 shall survive the expiration, cancellation or termination of this Agreement.

**30. Sections 251/252/271 of the Act**

30.1 The Parties agree that this Agreement is subject to Sections 251, 252 or 271 of the Act, including, without limitation, any requirement to negotiate, mediate or arbitrate this Agreement pursuant to Section 252 of the Act, or to file this Agreement with any state utility commission, the FCC or elsewhere. The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.

30.2 In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). The Parties further agree that this Agreement is subject to change, modification, cancellation or termination as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**31. Subcontractors**

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

**32. Successors and Assigns**

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

**33. Survival**

The following shall survive the expiration, cancellation or termination of this Agreement: (a) the rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement; (b) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 6); (c) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding indemnification or defense (including, but not limited to, Section 16); (d) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding limitation or exclusion of liability (including, but not limited to, Section 21); (e) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding reservation of rights (including, but not limited to, Section 29); and (f) the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement.

## **34. Term and Termination**

- 34.1 This Agreement shall become effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 31, 2014 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) month periods (each a "Renewal Term") (the Initial Term and the Renewal Term(s) may collectively be referred to as the "Term") unless terminated in accordance with this Agreement.
- 34.2 Either Indianhead or Verizon Wireless may terminate this Agreement effective as of the end of the Initial Term or any Renewal Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 34.3 If either Indianhead or Verizon Wireless provides notice of termination pursuant to Section 34.2 and on or before the proposed date of termination either Indianhead or Verizon Wireless has requested negotiation of a new interconnection and traffic exchange agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 8), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection and traffic exchange agreement between Indianhead and Verizon Wireless; or (b) the date 160 days after the proposed date of termination, except where either Party has filed a petition for arbitration with the commission, in which case the date one (1) year after the proposed date of termination].
- 34.4 If either Indianhead or Verizon Wireless provides notice of termination pursuant to Section 34.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Indianhead nor Verizon Wireless has requested negotiation of a new interconnection and traffic exchange agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination and (b) the Services being provided under this Agreement at the time of termination will be terminated.
- 34.5 Except as otherwise provided in this Agreement, if either Party is in material breach or default of this Agreement, and such breach continues for a period of thirty (30) days after such Party's receipt of written notice thereof from the other Party, then, in addition to all other rights and remedies at law or in equity or otherwise, the nonbreaching Party shall have the right, upon provision of written notice to the breaching Party consistent with Section 24, to terminate the Agreement without further obligation or liability to the other Party for said termination.

## **35. Taxes**

- 35.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income (a "Tax"), is required or permitted by Applicable Law to be collected from the purchasing Party ("the "Purchasing Party") by the providing Party (the "Providing Party"), then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.
- 35.2 Taxes Imposed on the Providing Party on Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such

Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

- 35.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 35.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 35.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 35.5 Liability for Uncollected Tax, Interest and Penalty.
- 35.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 35.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 35.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 35.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 35.5.3 If the Providing Party does not collect any Tax as required by Section 35.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the

Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 35.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 35.1, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 35.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 35.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 35.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 35.7 Notices. All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 35, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 24 as well as to the following by one or more of the delivery methods set forth in Section 24:

To Verizon Wireless:

Verizon Communications  
Tax Department  
One Verizon Way, VC53S-221  
Basking Ridge, NJ 07920

To Indianhead:

Indianhead Telephone Company  
General Manager  
123 West 7th St  
Blue Earth, MN 56013

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

**36. Technology Upgrades**

Notwithstanding any other provision of this Agreement, Verizon Wireless shall have the right to deploy, upgrade, migrate and maintain its network at its sole discretion. Nothing in this Agreement shall limit Verizon Wireless's ability to modify its network through the incorporation of new equipment or software or otherwise.

**37. Third Party Beneficiaries**

Except as may be expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third party beneficiary rights) hereunder. Except as may be expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

**38. Use of Service**

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement applicable to the use of Services purchased by it under this Agreement.

**39. Waiver**

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option that is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**40. Warranties**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

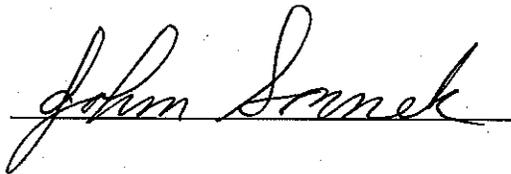
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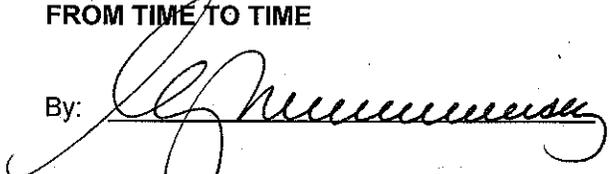
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**INDIANHEAD TELEPHONE COMPAY**

**CELLCO PARTNERSHIP d/b/a VERIZON  
WIRELESS, ON BEHALF OF ITSELF AND ITS  
WIRELESS SUBSIDIARIES AND AFFILIATES  
OPERATING IN THE STATE OF WISCONSIN  
FROM TIME TO TIME**

By: 

By: 

Printed: John Sonnek

Printed: Lynn Ramsey

Title: General Manager

Title: Area Vice President Network

## **GLOSSARY**

### **1. General Rule**

- 1.1 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.2 Unless the context clearly indicates otherwise, any term defined in this Glossary that is defined or used in the singular shall include the plural, and any term defined in this Glossary that is defined or used in the plural shall include the singular.
- 1.3 The words “shall” and “will” are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### **2. Definitions**

- 2.1 Act.  
  
The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 Affiliate.  
  
Shall have the meaning set forth in the Act.
- 2.3 Agent.  
  
An agent or servant.
- 2.4 Applicable Law.  
  
All effective laws, government regulations and government orders applicable to each Party’s performance of its obligations under this Agreement.
- 2.5 ATIS.  
  
The Alliance for Telecommunications Industry Solutions.
- 2.6 Bill-and-Keep Arrangement.  
  
Shall have the meaning as set forth in FCC Rule 51.713, 47 C.F.R. § 51.713.
- 2.7 Business Day.  
  
Monday through Friday, except for holidays observed by Verizon Wireless.

- 2.8 Calendar Quarter.  
January through March, April through June, July through September, or October through December.
- 2.9 Calendar Year.  
January through December.
- 2.10 Central Office Switch.  
A switch used to provide Telecommunications Services, including, but not limited to:
- End Office Switch. A switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission and related functions for a defined geographic area by means of an End Office Switch.
  - Tandem Office Switch. A switching system that establishes trunk-to-trunk connections between End Office Switches and between Telecommunications Carriers.
  - MSC (Mobile Switching Center). A switching facility that performs the switching for the routing of calls among Verizon Wireless's mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk circuits to End Office Switches, Tandem Office Switches and other MSCs. The MSC has the functional equivalency of an End Office Switch and/or a Tandem Office Switch.
- 2.11 Claims.  
Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs) and expenses (including, but not limited to, reasonable attorney's fees).
- 2.12 CLEC (Competitive Local Exchange Carrier).  
A Local Exchange Carrier that is not an Incumbent Local Exchange Carrier.
- 2.13 CMRS (Commercial Mobile Radio Service).  
As defined in Section 20.3 of the FCC Rules. Verizon Wireless is a CMRS provider.
- 2.14 Commission.  
The Wisconsin Public Service Commission.
- 2.15 CPN (Calling Party Number).  
A signaling parameter that identifies the calling party's ten (10) digit telephone number.
- 2.16 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.17 CTN (Called Telephone Number).

A ten-digit number in NANP format dialed by a calling party.

2.18 Customer.

A third party residence or business end user subscriber to voice Telecommunication Service or Voice over Internet Protocol services provided by either of the Parties. The term Customer includes a person that uses a Party's network to originate and/or terminate Voice Calls on a roaming, resale or lease basis.

2.19 Direct Interconnection Facilities.

Transport facilities, if any, deployed by each Party to interconnect the Parties' respective networks at the POIs and used to exchange Voice Calls between their respective Customers. Direct Interconnection Facilities may also be used to carry Transit Traffic.

2.20 End Office Access Service.

Shall have the meaning set forth in the FCC Regulations.

2.21 FCC.

The Federal Communications Commission.

2.22 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.23 Governmental Authority

Any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including, without limitation, any political subdivision thereof.

2.24 ICC Order.

*In the Matter of Connect America Fund, et al., 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011), as modified and in effect from time to time.*

2.25 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act. Indianhead is an ILEC.

2.26 Indirect Interconnection Facilities.

The facilities, if any, used by the Parties to connect their respective networks to a third party Tandem Office Switch to exchange Voice Calls.

2.27 Interconnection Facilities.

Direct Interconnection Facilities and/or Indirect Interconnection Facilities under this Agreement.

2.28 InterMTA Voice Call.

A Voice Call that originates on Verizon Wireless's network and terminates on Indianhead's network that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined by the FCC, and terminates in a different MTA. The originating point for Verizon Wireless is the cell site serving the Customer at the beginning of the call, and the terminating point for Indianhead is the location of the End Office Switch serving Indianhead's Customer.

2.29 IntraMTA Voice Call.

A Voice Call that originates on one Party's network and terminates on the other Party's network that, at the beginning of the call, originates and terminates in the same Major Trading Area ("MTA"), as defined by the FCC. The originating or terminating point for Verizon Wireless is the cell site serving the Customer at the beginning of the call, and the originating or terminating point for Indianhead is the location of the End Office Switch serving Indianhead's Customer.

2.30 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.31 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NXX Code and LRN assignments.

2.32 LNP Call Routing Database.

A public database that service providers can query to determine the LRN for a specific Called Telephone Number (CTN).

2.33 LRN (Location Routing Number).

A ten-digit number in the format of the NANP that uniquely identifies the switch associated with a Called Telephone Number (CTN) that has been ported. The LRN for a ported CTN can be obtained by querying the LNP Call Routing Database. The LRN can be cross-referenced in the LERG to identify the service provider for a specific CTN.

2.34 MOUs (Minutes of Use).

The elapsed minutes in full second increments (without rounding) beginning when a Voice Call is answered by the called party and ending when that Voice Call is terminated by the calling and/or called party.

2.35 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit telephone number that consists of a three-digit NPA Code (commonly referred to as the area code), followed by a three-digit NXX Code and four-digit line number.

2.36 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit sequence of each 10-digit telephone number within the NANP (i.e., NPA-NXX-XXXX). There are two (2) 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, subject to local number porting (LNP) variations. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.37 NXX Code.

The second three-digit sequence of each 10-digit telephone number within the NANP (i.e., NPA-NXX-XXXX).

2.38 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.39 POI (Point of Interconnection).

The physical location where the Parties' respective Interconnection Facilities physically interconnect for the purpose of exchanging Voice Calls under this Agreement.

2.40 Rate Center.

The geographic area to which a particular NXX Code has been assigned under the Central Office Code (NXX) Assignment Guidelines issued by ATIS, as revised from time to time.

2.41 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the ICC Order, and applicable FCC Regulations, costs incurred for the transport and termination of IntraMTA Voice Calls.

2.42 Service.

Any interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

2.43 Telcordia Technologies.

Telcordia Technologies, Inc., a Subsidiary of Telefonaktiebolaget LM Ericsson and formerly known as Bell Communications Research, Inc. (Bellcore).

2.44 Telecommunications Service.

Shall have the meaning set forth in the Act.

2.45 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party or (c) a fine or penalty imposed by a person who is not a Party.

2.46 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any “Environmental Law” or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. “Environmental Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.47 United States.

The United States of America including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.

2.48 Voice Call.

A two-way voice communication originated by a Customer of one Party and terminated to the Customer of the other Party, where the CTN is assigned to or associated with the terminating Party’s Customer.

## INTERCONNECTION AND TRAFFIC EXCHANGE ATTACHMENT

### 1. General

The Parties desire to interconnect their networks to exchange Voice Calls. The Parties shall use Indirect Interconnection and may, by mutual agreement, use Direct Interconnection to exchange Voice Calls. In the event of emergency or equipment failure, the Parties may exchange Voice Calls by using alternative methods that are not provided for in this Agreement. The Parties shall develop and mutually agree upon a Disaster Recovery Plan.

### 2. Indirect Interconnection

- 2.1 Verizon Wireless and Indianhead may interconnect their respective networks via one or more third party Tandem Office Switches serving the State of Wisconsin.
- 2.2 Each Party is responsible for the ordering, provisioning and maintenance of its respective Indirect Interconnection Facilities with each third party Tandem Office Switch provider.

### 3. Direct Interconnection

- 3.1 Verizon Wireless may request that the Parties establish Direct Interconnection by deploying one (1) or more two-way facilities directly connecting Verizon Wireless's MSC to Indianhead's Tandem Office Switch or End Office Switch.
- 3.2 Upon receiving a request for Direct Interconnection Facilities pursuant to Section 3.1, the Parties shall work cooperatively to develop the specifications for and to deploy such Direct Interconnection Facilities. All Direct Interconnection Facilities shall be at a DS1 level, multiple DS1 level, DS3 level, or such other level as the Parties mutually agree. All Direct Interconnection Facilities shall carry Voice Calls in both directions and shall conform to industry standards as revised from time to time.
- 3.3 In establishing Direct Interconnection of their networks pursuant to this Attachment, the Parties' shall use, as appropriate, the following separate and distinct trunk groups:
  - 3.3.1 Type 2A Interconnection Trunks for the transmission and routing of IntraMTA Voice Calls, InterMTA Voice Calls, and Transit Traffic between a Verizon Wireless MSC and an Indianhead Tandem Office Switch. Type 2A arrangements and variations are in accordance with this Attachment and Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.
  - 3.3.2 Type 2B Interconnection Trunks for the transmission and routing of IntraMTA Voice Calls and InterMTA Voice Calls between a Verizon Wireless MSC and an Indianhead End Office Switch. Type 2B arrangements and variations are in accordance with this Attachment and Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

- 3.4 The Parties shall agree on the POI for each Direct Interconnection Facility. Except as provided in Section 12.5 of this Attachment, each Party shall be responsible for all costs incurred on its respective side of the POI, including, without limitation, all costs of constructing and maintaining Direct Interconnection Facilities and all costs associated with the management and administration of Direct Interconnection Facilities.
- 3.5 The originating Party shall query the LNP Call Routing Database before delivering a Voice Call (or, in the case of Verizon Wireless, Transit Traffic) over Direct Interconnection facilities. Based on the information returned from such query for a Voice Call (e.g., LRN), each Party shall deliver over the Direct Interconnection Facilities only those Voice Calls that are destined for the terminating Party's Customers (e.g., Voice Calls for which the LRN is assigned to the terminating Party). Based on the information returned from such query for a Transit Traffic call (e.g., LRN), Verizon Wireless shall deliver over the Direct Interconnection Facilities only those Transit Traffic calls that are destined for an End Office or its equivalent of another carrier or service provider that subtends or is interconnected to Indianhead's Tandem Office Switch. Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating Voice Calls under this Agreement.
- 3.6 Each Party shall have access to its Direct Interconnection Facilities at each POI at all times (i.e., 24 hours per day, seven days per week, and 365 days per year).
- 3.7 All Direct Interconnection Facilities shall be engineered to a P.01 grade of service.

#### **4. Traffic Exchange.**

- 4.1 Each Party agrees to query the LNP Call Routing Database on each of its originated Voice Calls, and to route a Voice Call over the Direct Interconnection Facilities only to the extent the LRN returned from such query belongs to the other Party. Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating Voice Calls under this Agreement.
- 4.2 The Parties agree to route IntraMTA Voice Calls in accordance with the LERG.
- 4.3 The Parties shall provide each other with dialing parity in accordance with Applicable Law.
- 4.4 Indianhead shall classify Voice Calls as local or toll based solely upon the Rate Center associated with the NXX Code of the dialed CTN. For the avoidance of any doubt, Indianhead shall not rate a Voice Call from a particular Customer as a toll call unless it would rate as a toll call any other call from that same Customer to a third party's customer with a CTN associated with the same Rate Center as the Voice Call.
- 4.5 Each Party is solely responsible for the services it provides to its Customers.
- 4.6 Each Party is responsible for managing its assigned NXX Codes and thousand blocks within NXX Codes.
- 4.7 Each Party shall use the LERG or its successor to obtain routing information and shall provide to the LERG publisher in a timely manner all information required to maintain the accuracy of the LERG for routing traffic to such Party.

- 4.8 Neither Party shall route 911/E911 traffic to the other Party. Each Party shall be responsible for delivering its Customers' 911/E911 calls to the 911/E911 service provider.

## 5. Signaling for Traffic Exchange

- 5.1 For traffic exchanged under this Agreement, the Parties agree to transmit signaling information in accordance with Applicable Law and industry standards as revised from time to time.
- 5.2 The Parties agree to use Signaling System 7 ("SS7") for exchanging Voice Calls and other traffic under this Agreement. Where mutually agreed in writing, the Parties shall directly interconnect their networks for exchanging SS7 Signaling Messages. Either Party may obtain SS7 trunks and connectivity from a third-party provider of SS7 trunks for exchanging SS7 Signaling Messages, provided such connections meet generally accepted industry standards as revised from time to time. Each Party shall be financially responsible for its own SS7 Signaling Messages. Neither Party shall bill the other Party for SS7 Signaling Messages.
- 5.3 Where technically feasible, the SS7 Signaling Message for a Voice Call shall meet industry standards as revised from time to time.
- 5.3.1 Called Telephone Number (CTN). For all Voice Calls and except as otherwise required by Applicable Law, the originating Party shall deliver SS7 Signaling Messages to the terminating Party that include, without limitation, the CTN.
- 5.3.2 Calling Party Number (CPN). For all Voice Calls and except as otherwise required by Applicable Law, the originating Party shall deliver SS7 Signaling Messages to the terminating Party that include, without limitation, CPN used by the Customer to originate the Voice Call.
- 5.3.3 Privacy Indicators.
- 5.3.3.1 Except as otherwise required by Applicable Law, each Party shall offer its Customers the ability to activate a privacy indicator that will suppress the display of the Customer's CPN on the called party's device.
- 5.3.3.2 For all Voice Calls where the calling party has activated the privacy indicator, the originating Party shall deliver the privacy indicator in the SS7 Signaling Messages along with the calling party's CPN. For the avoidance of any doubt, the originating Party shall not suppress CPN on Voice Calls where the calling party has requested privacy.
- 5.3.3.3 For all Voice Calls where the terminating Party has received a privacy indicator from the originating Party that prohibits delivery of the CPN to the terminating Party's Customer, the terminating Party shall not deliver the calling party's CPN to the called party and may instead deliver a privacy message (e.g., "anonymous call", "private").
- 5.3.4 Integrity of SS7 Signaling Messages. The Parties shall cooperate fully and shall use commercially reasonable efforts in investigating any

issues relating to the processing or delivery of SS7 Signaling Messages.

## **6. Traffic Monitoring**

- 6.1 Each Party shall monitor volumes of Voice Calls (i.e., MOUs) exchanged under this Agreement. Upon reasonable request, the Parties shall exchange such traffic volume data.
- 6.2 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Voice Call traffic volumes to determine the need for additional Indirect or Direct Interconnection Facilities or bandwidth and to plan any necessary changes in such Interconnection Facilities.
- 6.3 When either Party detects that the other Party is generating Voice Call traffic or Voice Call attempts with duplicate, or repeated, CTNs dialed in succession and/or abnormally short duration Voice Calls, such Party may give written notice to the other Party and both Parties shall use commercially reasonable efforts to resolve such issue in an expeditious manner. Each Party reserves the right to take action to protect the integrity of its network.
- 6.4 Except as otherwise required by Applicable Law, neither Party shall monitor the contents or subject matter of any Voice Calls exchanged under this Agreement with the exception of Voice Calls and test calls used for operational and engineering needs (including, but not limited to, performance, support, security, abuse and privacy needs).

## **7. Network Management.**

- 7.1 The Parties shall work cooperatively in a commercially reasonable manner to install and maintain reliable Interconnection Facilities and networks.
- 7.2 Each Party shall maintain a professionally managed Network Operations Center (NOC) with continuous staffing (i.e., 24 hours per day, seven days per week and 365 days per year). The Parties shall provide and timely update their respective NOC contact information, trouble reporting process and escalation procedures.
- 7.3 The Parties shall work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and prevent Voice Call traffic congestion. Nothing in this Agreement limits or restricts the ability or rights of each Party to impose usage restrictions or controls on its own Customers or third parties and to assist its Customers in imposing Customer-requested usage restrictions or controls on Voice Call traffic exchanged under this Agreement.
- 7.4 Each Party shall use commercially reasonable efforts to secure its Voice Calls from unauthorized access, transmission or use. The Parties shall work cooperatively to address security issues and develop security procedures consistent with generally-accepted communications industry standards as revised from time to time.
- 7.5 Each Party represents and warrants that its communications services, including, without limitation, any Party-provided software, are "CALEA Compliant" under the provisions of the Communications Assistance for Law Enforcement Act (Pub. L. 103-414, Title 1, October 25, 1994, 108 Stat. 4279, as amended), as well as any regulations or industry standards that implement the provisions of CALEA. The Parties shall provide and update their respective contact information for compliance with requirements of law enforcement and national security agencies.

- 7.6 If a Party contemplates a change in its network that it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days' advance written notice of such change to the other Party, provided, however, that this provision shall not apply to network changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network.
- 7.7 Nothing in this Agreement shall prohibit Verizon Wireless from enlarging its network through management contracts with third parties for the construction and operation of a mobile network under the Verizon Wireless brand name and license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as the originating Party's traffic when it originates on such extended network and as the terminating Party's traffic when it terminates on such extended network. Traffic traversing on such extended networks shall be subject to the terms, conditions and rates of this Agreement.
- 7.8 **Interference and Impairment.** Each of the Parties recognizes a responsibility to follow industry standards as revised from time to time, and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other Party. If a Party ("Impaired Party") reasonably determines that the Voice Calls, services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of Voice Calls, services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend the Interconnection Facilities and/or the exchange of Voice Calls with the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 7.8.1 The Impaired Party shall use commercially reasonable efforts to contact the Interfering Party's NOC with a trouble report describing the interruption or suspension immediately after taking such action;
- 7.8.2 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall give the Interfering Party at least ten (10) Business Days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within ten (10) Business Days; and
- 7.8.3 Upon correction of the interference or impairment, the Impaired Party shall promptly restore the interrupted or suspended exchange of Voice Calls. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with suspending the exchange of Voice Calls.

## **8. Number Resources and Rate Center Areas**

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any NXX Codes pursuant to the Central Office Code Assignment Guidelines published by ATIS and any relevant FCC or Commission orders, as may be amended from time to time, or to assign NXX Codes to specific Rate Centers.
- 8.2 It shall be the responsibility of the Party obtaining a new NXX Code or LRN to timely update the LERG. It shall be the other Party's responsibility to program

and update its own switches and network systems pursuant to information provided in the LERG, as revised from time to time, in order to recognize and rate traffic to the other Party's assigned NXX Codes. Except as may be expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- 8.3 Nothing in this Agreement constrains either Party's ability to establish the size of local calling area(s) or service plans for its respective Customers.

## **9. Local Number Portability (LNP)**

- 9.1 The Parties shall provide Local Number Portability (LNP) in accordance with rules and regulations as from time to time prescribed by the FCC or the Commission.
- 9.2 In accordance with Section 3.5 of this Attachment, the originating Party shall query the LNP Call Routing Database before delivering a Voice Call over Direct Interconnection Facilities. Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating Voice Calls under this Agreement.
- 9.3 The Parties shall follow the applicable LNP provisioning processes recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC or the Commission. In addition, the Parties agree to follow the applicable LNP ordering procedures established by industry standards bodies. The Parties shall provide LNP on a reciprocal basis.
- 9.4 Each Party shall submit Orders to port telephone numbers from the other Party by using the other Party's established LNP ordering processes, business rules and guidelines, as revised from time to time.

## **10. Transit Traffic**

- 10.1 Transit Traffic is traffic that originates on Verizon Wireless's network, and is transported through Indianhead's Tandem Office Switch and/or facilities to the interconnected End Office or its equivalent of another carrier or service provider ("Other Carrier"), when neither the originating nor terminating customer is a Customer of Indianhead.
- 10.2 Where the Parties establish Direct Interconnection Facilities to Indianhead's Tandem Office Switch as provided in Section 3 of this Attachment, Verizon Wireless may use such Direct Interconnection Facilities to deliver Transit Traffic to Indianhead.
- 10.3 Tandem Transit Service provides Verizon Wireless with the transport of Transit Traffic as set forth in Section 10 of this Attachment. Indianhead shall provide Tandem Transit Service to Verizon at the rates set forth in Section 12.3 of this Attachment.
- 10.4 Neither Party shall take any actions to prevent the other Party from entering into a direct interconnection or traffic exchange arrangement with any third party.

## **11. Traffic Measurement and Billing**

- 11.1 Each Party shall use commercially reasonable efforts to implement capabilities to measure MOUs transited and terminated over Interconnection Facilities under this Agreement and to determine the jurisdiction of such MOUs (e.g., Local,

IntraMTA, interstate, intrastate). If a Party has not deployed such measurement capability, such Party may instead use commercially reasonable and mutually agreed techniques to estimate MOUs and their associated jurisdiction. Nothing in this Agreement shall require either Party to provide call detail billing records to any third party.

- 11.2 Each Party reserves the right to audit all Voice Call traffic exchanged over Interconnection Facilities, up to a maximum of two (2) audits per Calendar Year, to ensure compliance with this Agreement; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material breaches, errors or discrepancies. Each Party agrees to provide the necessary Voice Call traffic data in conjunction with any such audit in a timely manner.
- 11.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make telephone calls which that Party rates as "local" in its agreements with its Customers. Nothing in this Agreement shall prohibit either Party from enlarging the geographic scope of its network through acquisitions or through management contracts with third parties for the construction and operation of a system. Voice Calls originating on a Party's extended networks shall be deemed to be that Party's originating Voice Calls under this Agreement and subject to the rates, terms and conditions of this Agreement. Voice Calls terminating on a Party's extended network shall be deemed to be that Party's terminating Voice Calls and subject to the rates, terms and conditions of this Agreement.
- 11.4 Both Parties shall make commercially reasonable efforts to prepare and deliver electronic invoices, if any, under this Agreement.

## **12. Compensation Arrangements**

- 12.1 The Parties acknowledge that the FCC, pursuant the ICC Order, adopted a Bill-and-Keep Arrangement as the default compensation for IntraMTA Voice Calls exchanged on and after July 1, 2012 between LECs and CMRS providers. Pursuant to the ICC Order, for IntraMTA Voice Calls exchanged between the Parties on and after July 1, 2012, the Reciprocal Compensation rate that shall apply pursuant to Section 251(b)(5) of the Act for the transport and termination of such traffic shall be \$0.00 per minute of use (Bill-and-Keep Arrangement) so long as the ICC Order is effective and unstayed, or such other rate, if any, set by a subsequent effective and unstayed order, if any, of the FCC or a court of competent jurisdiction.
- 12.2 The Reciprocal Compensation rate provided for in Section 12.1 shall apply to the Parties in an equal and symmetrical manner.
- 12.3 Indianhead's Transit Traffic Service rate shall be the lesser of: (a) Indianhead's tariffed interstate switched access rate for tandem switching, provided such tariff rate is effective and lawful; or (b) the rate for Transit Traffic Service in Wisconsin included in any contract between Indianhead and any third party.
- 12.4 Indianhead's InterMTA Voice Call rate shall be Indianhead's tariffed End Office Access Service rate, provided such tariff rate is effective and lawful. Verizon Wireless shall compensate Indianhead for all Verizon Wireless-originated InterMTA Voice Calls only to the extent that such calls are not handed off to an interexchange carrier for delivery to Indianhead and such compensation shall be at Indianhead's applicable access tariff rates. Recognizing that Indianhead is not able to measure InterMTA Voice Calls, both Parties agree that InterMTA Voice

Calls are negligible and that there shall be no payment or compensation between the Parties for InterMTA Voice Calls. Such arrangements for InterMTA Voice Calls shall remain in effect until the Parties' execute a written amendment that: (i) establishes an InterMTA Factor based on current traffic study data; or (ii) institutes billing for InterMTA Voice Calls based on actual recorded usage that is available and verifiable by both Parties.

- 12.5 Consistent with ICC Order, to the extent that Verizon Wireless's point of interconnection ("POI") is located outside of Indianhead's service area (e.g., at a third-party tandem as identified in the LERG) and Indianhead is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. § 51.5, Indianhead's transport and provisioning obligation for Non-Access Telecommunications Traffic stops at its service area boundary meet-point. For such traffic, Verizon Wireless is responsible for any and all remaining transport outside of Indianhead's service area to Verizon Wireless's POI, including transport for Indianhead-originated traffic sent to Verizon Wireless's POI through a third-party transport provider selected by Verizon Wireless.