

**COMMERCIAL MOBILE RADIO SERVICES**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**WINDSTREAM MISSOURI, INC.**  
**AND**  
**UNITED STATES CELLULAR CORPORATION**

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## GENERAL TERMS AND CONDITIONS

The effective date of this Interconnection Agreement ("Agreement") will be January 1, 2008 ("Effective Date"). This agreement is entered into by and between United States Cellular Corporation, a Delaware corporation having its principal offices at 8410 West Bryn Mawr, Suite 700, Chicago, Illinois 60631, its subsidiaries and affiliates (collectively referred to as "USCC") and Windstream Missouri, Inc. a Missouri corporation ("Windstream"), having an office at 4001 Rodney Parham Road, Little Rock, AR 72212, hereinafter referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Carrier holds authority from the Federal Communications Commission to operate as a cellular licensee to provide Authorized Services in Missouri, and intends to provide commercial mobile radio services employing such licensed frequency(ies); and

**WHEREAS**, Windstream holds authority from the Missouri Public Service Commission to operate as a wireline carrier to provide communications services in Missouri, and intends to provide wireline communications service pursuant to such authority; and

**WHEREAS**, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Windstream and Carrier; and

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

**WHEREAS**, the Parties desire to enter into an agreement for the interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

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

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Windstream hereby mutually agree as follows:

### 1. INTRODUCTION

This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein include the exchange of traffic between Carrier and Windstream that originates and terminates with End Users of the Parties. The Interconnection services provided by Windstream under this Agreement are for the exchange of traffic with Carrier that is Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used by Carrier to terminate or exchange other types of traffic. Carrier shall not deliver any other traffic to Windstream unless it has obtained Windstream's written consent. Traffic originated by a telecommunications carrier, not subject to

this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's End User customer, is not considered to be originating on that Party's network.

Windstream shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than 30 days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Windstream agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

The services and facilities to be provided to Carrier by Windstream in satisfaction of this Agreement may be provided pursuant to Windstream Tariffs and then current practices on file with the appropriate Commission or FCC. In the event the provisions of this agreement and the tariff are in conflict, then the terms of the tariff will prevail.

## 2. REGULATORY APPROVALS

- 2.1 This Agreement, and any amendment or modification hereof, will be submitted to the appropriate State Commission for approval in accordance with Section 252 of the Act. Windstream and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 2.3 Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2.4 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

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### 3. TERM AND TERMINATION

- 3.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew on a month to month basis, unless and until terminated as provided herein.
- 3.2 Either Party may terminate or request renegotiations of this Agreement by providing 60 days written notice to the other Party. However, that no such request shall be effective prior to the date two (2) years from the Effective Date of this Agreement.
- 3.3 This Agreement shall be deemed effective upon the Effective Date, provided however that if Carrier has any outstanding past due obligations to Windstream, this Agreement will not be effective until such time as any past due obligations with Windstream are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date.
- 3.4 For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment 4 shall be applied to those arrangements.
- 3.5 Except as provided herein, Windstream and Carrier agree to provide service to each other under the terms of this Agreement for a period ending on the End Date.
- 3.6 In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide Windstream written notification described in section 4.1. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration request.
- 3.7 In the event of Default or Abandonment, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within thirty (30) days after written notice thereof. Default is defined to include:
  - 3.7.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
  - 3.7.2 Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

In addition, this Agreement shall be null and void if Carrier has not placed an order for a service or facility or terminated traffic hereunder by one (1) year following Effective Date. If Carrier has not placed an order for a service, a facility, or terminated traffic within one (1) year, Windstream shall provide Carrier with notice of Windstream's intent to terminate the Agreement. Carrier shall have thirty (30) calendar days to indicate in writing to Windstream that Carrier intends to place orders or terminate traffic within thirty (30) calendar days. If Carrier cannot meet this timeframe for placing orders or terminating traffic, the Agreement will be terminated. If Carrier does not intend to place orders or terminate traffic, this Agreement shall be deemed suspended and Windstream shall apply to the Commission to terminate the Agreement.

- 3.8 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

- 3.9. Notwithstanding the above, should either Party sell or trade substantially all its assets in an exchange or group of exchanges that Party uses to provide Telecommunications Services, then that Party may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon one hundred twenty (120) days prior written notice.

#### 4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1. In the event that this Agreement is terminated under Section 3.0, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of termination so that service to End Users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under section 3.7, or for termination upon sale under section 3.9, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted on a month to month basis at the request of either Party provided that:

- 4.1.1. a new agreement is voluntarily entered into by the Parties; or
- 4.1.2. service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
- 4.1.3. Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Windstream and another carrier for the remaining term of that agreement. If neither section 3.7.1 nor section 3.7.2 are in effect, and Carrier does not designate an agreement under this subsection, Windstream may designate such agreement.

#### 5. AUDITS AND EXAMINATIONS

- 5.1. As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per 12-month period. The audit period will be limited to the previous 12-month period from the date of the audit request for any adjustments, credits or payments. The data, records and accounts under review by the requesting party will be limited to a reasonable sample within the previous twelve (12) months. Any requests for data, records and accounts beyond a reasonable sample, will be deemed a special data extraction.
- 5.2. Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided under this Agreement. Within the above-described 30-day period, the Parties will agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any software is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall

specify at the time of request whether the software is to be retained by Audited Party for reuse for any subsequent Audit.

- 5.4. The Requesting Party will provide the Audited Party a final audit report listing all findings and compensation owed to each Party. Upon agreement of the audit findings between the Parties, adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days. One percent (1.0%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the due date of the invoice for unpaid charges or from the audit finding date for charges to be credited to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of one (1) year.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Windstream to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Windstream's network to the extent of Windstream's own use of facilities or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end-user customers.
- 6.2. Following notice of an infringement claim against Windstream based on the use by Carrier of a service or facility, Carrier shall at Carrier's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if Carrier fails to do so, Windstream may charge Carrier for such costs as permitted under a Commission order.

## **7. LIMITATION OF LIABILITY**

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

- 7.2 Neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages suffered by such other party (including, without limitation, damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party), regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind, whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each party hereby releases the other party (and such other party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claims. Nothing contained in this section will limit a party's liability to the other party for: (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by a party's negligent act or omission, or that of their respective agents, subcontractors or employees.

## 8. INDEMNIFICATION

- 8.1 Each Party agrees to defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 8.2 Carrier shall defend, indemnify and hold Windstream harmless from all claims by Carrier's subscribers.
- 8.3 Windstream shall defend, indemnify and hold Carrier harmless from all claims by Windstream's subscribers.
- 8.4 The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 8.5 The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 8.7 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in section 7 above).



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**9. CONFIDENTIALITY AND PUBLICITY**

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release, advertisement, or other publicity except as necessary to explain or respond to any public dispute between the Parties in connection with this agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

**10. WARRANTIES**

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

but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

**11. ASSIGNMENT AND SUBCONTRACT**

- 11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Windstream and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking. Notwithstanding the foregoing, either Party, upon giving written notice to the other Party, may assign its rights and obligations to an entity that acquires all or substantially all of its assets and liabilities.
- 11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of money shall be void to the extent that it attempts to impose additional obligations other than the payment of such money on the other Party or the assignee, additional to the payment of such money.

**12. GOVERNING LAW**

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

**13. RELATIONSHIP OF PARTIES**

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

**14. NO THIRD PARTY BENEFICIARIES**

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

**15. NOTICES**

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

**Contract  
Notices**

If to	Windstream	If to Carrier:	US Cellular Corporation
Windstream:	Attn: Staff Manager		Attn: Mike Dienhart, Sr.
	Interconnection		Director
	4001 Rodney Parham Road		8410 West Bryn Mawr
	Mailstop: 1170 B3F03-84A		Suite 700
	Little Rock, AR 72212		Chicago, IL 60631

with a	Windstream	with a	Stephen P. Fitzell, Esquire
copy to:	4001 Rodney Parham Road	copy to:	Sidley Austin LLP
	Mailstop: 1170 B1F03-53A		One S. Dearborn Street
	Little Rock, AR 72212		Chicago, IL 60603

**Billing  
Notices**

If to	Windstream	If to Carrier:	US Cellular Corporation
Windstream:	Attn: Staff Manager – CABS		c/o TEOCO Corp.
	Department		12150 Monument Drive
	4001 Rodney Parham Road		Fairfax, VA 22033
	Mailstop: 1170 B3F03-36B		
	Little Rock, AR 72212		

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

**16. WAIVERS**

- 16.1.1. Failure of either Party to insist on performance of any duty, term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as an existing, continuing or future waiver of such duty, term, condition, right or privilege, as well as all waivers under this Agreement must be in writing and signed by the waiving Party in order to be effective. The Parties acknowledge that Windstream is a Rural Telephone Company and a fewer than 2% rural carrier within the meaning of the Act and is entitled to assert and/or seek all available rights afforded Rural Telephone Companies and fewer than 2% rural carriers under the Act including, but not limited to, exemptions, suspensions, and modifications under §§ 251(f)(1) and (2) of the Act. This Agreement does not impinge on or otherwise negatively affect, and Windstream does not waive, any rights including, but not limited to, the rights afforded Windstream under §§ 251(f)(1) and (2) of the Act.

**17. SURVIVAL**

- 17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

**18. FORCE MAJEURE**

- 18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Windstream, Windstream agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

**19. DISPUTE RESOLUTION PROCEDURES**

**19.1. Notice of Disputes**

For a contractual dispute to be valid it must be in writing, specifically documenting the nature of the dispute including any and all of the following information when applicable: claim number, invoice number, universal service order code (USOC), billing account number (BAN), dispute period, jurisdiction (local or interMTA), exchange and/or common language location identifier (CLLI) code (if applicable), bill date, quantity in dispute, dispute category, dispute amount and specific reason for dispute (the "Dispute Notice").

**19.2. Billing Disputes**

- 19.2.1. The disputing Party must submit the Dispute Notice to the billing Party within 12 months of the due date on the disputed bill. After receipt of a Dispute Notice, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the dispute is determined to be valid and credit is not applied within 30 days of receipt of the dispute then interest at the rate of 1% will be applied and compounded monthly. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 19.2.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

- 19.2.1.1. Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a

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specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

- 19.2.1.2. If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 19.2.1.3. If the disputes is not resolved within ninety (90) calendar days of the receipt of the Disput Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 19.2.1.4. If the dispute is not resolved within one hundred and twenty (120) days of receipt of the Billing Dispute Form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 19.5, may be invoked.
- 19.2.1.5. Upon execution of this agreement each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain, at a minimum, the name, title, phone number, fax number and email address for each escalation point identified in this section 19.2.1.
- 19.2.2. If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in section 5 Part C. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute if not resolved within 30 days. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.
- 19.2.2.1. For purposes of this subsection 19.2, a billing dispute shall not result in the refusal of either party to pay other undisputed amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Billing Dispute for purposes of this subsection 19.2.
- 19.2.2.2. Once the billing dispute has been resolved in accordance with this subsection 19.2, the disputing Party will make immediate payment on any and all of the previously disputed amounts found to be owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party by the next billing cycle.
- 19.2.2.3. Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

**19.3. All Other Disputes**

All other disputes (i.e., contractual disputes) shall be valid only if the dispute is within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

**19.3.1. Alternative to Litigation**

19.3.1.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with the Dispute Resolution process, the Parties agree to use the Dispute Resolution procedure in 19.4 with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

19.3.1.2. Each Party agrees to promptly notify the other Party in writing of a dispute and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 19.4 below. The Parties will endeavor to informally resolve the dispute within ninety (90) calendar days of receipt of the Dispute Notice.

**19.4. Informal Resolution of Non-Billing Disputes**

In the case of a dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than thirty (30) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

**19.5. Formal Dispute Resolution**

19.5.1. The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 19.4 above or in accordance with subsection 19.2.1.4, either Party may proceed with any remedy available to it pursuant to law, equity or agency

mechanisms; provided that, upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration.

## **20. COOPERATION ON FRAUD**

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

## **21. TAXES**

- 21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

## **22. AMENDMENTS AND MODIFICATIONS**

- 22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.
- 22.2. If Carrier changes its name or makes changes to its company structure or identity due to merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify Windstream of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

## **23. SEVERABILITY**

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

## **24. HEADINGS NOT CONTROLLING**

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

## **25. ENTIRE AGREEMENT**

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

**26. COUNTERPARTS**

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

**27. SUCCESSORS AND ASSIGNS**

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

**28. IMPLEMENTATION**

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

**29. SECURITY DEPOSIT**

- 29.1 Both Parties reserve the right to require the account of the other party ("Other Party") be secured with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of payments by the invoice due date. A payment is delinquent if it is made after the payment due date. A Party's failure to make a timely payment only once in a twelve (12) consecutive month period shall not be grounds for requesting a deposit.
- 29.2 Such security deposit shall take the form of cash or cash equivalent or other forms of security acceptable to the requesting Party.
- 29.3 If a security deposit is required on a new account, such security deposit shall be made prior to the establishment of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the requesting Party of additional orders for service.
- 29.4 The amount of such security deposit shall be equal to two (2) months' estimated billings as calculated by the requesting Party, or two times the most recent month's invoice amount on the delinquent account.
- 29.5 The fact that a security deposit has been made in no way relieves the Party making the deposit from complying with the requesting Party's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of the requesting Party providing for the discontinuance of service for non-payment of any sums due the requesting Party.
- 29.6 The requesting Party reserves the right to require an increase, and the Party making the deposit agrees to pay an increase in the security deposit requirements when, in the requesting Party's reasonable judgment, changes in the Party making the deposit's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 29.7 Any security deposit shall be held by the requesting Party as a guarantee of payment of any charges for services billed to the Other Party, provided, however, the requesting Party may



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exercise its right to credit any cash deposit to the Other Party's account upon the occurrence of any one of the following events:

29.7.1 when the Other Party's undisputed balances due to the requesting Party are more than thirty (30) days past due; or

29.7.2 when the Other Party files for protection under the bankruptcy laws; or

29.7.3 when an involuntary petition in bankruptcy is filed against the Other Party and is not dismissed within sixty (60) days; or

29.7.4 when this Agreement expires or terminates.

29.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Interest will accrue at the rate of one percent (1.0%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, and shall be computed by compounding monthly from the date the deposit is received by the requesting party until the date the deposit is returned to the depositing party. Cash or cash equivalent security deposits will be returned to the Other Party when the Other Party has made current payments for carrier services to the requesting Party for twelve (12) consecutive months.

29.9 If a deposit is requested, the Party of whom the deposit is requested may dispute the need for a deposit. Such dispute will be handled in accordance with Sections 19.3 and 19.4.

**ATTACHMENT 1 – OPERATING COMPANIES TO THIS AGREEMENT**

Windstream operating company

Windstream Missouri, Inc.

Carrier

USCOC of Greater Missouri, LLC, a Delaware limited liability company

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**ATTACHMENT 2 – NETWORK INTERCONNECTION ARCHITECTURE****1. INTERCONNECTION**

- 1.1. Carrier shall interconnect with Windstream's facilities as follows for the purpose of routing or terminating Authorized Services traffic as covered under this Agreement.
- 1.2. Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection (POI) on Windstream's interconnected network in a LATA. Carrier must establish a point of interconnection at each Windstream tandem within the LATA if Carrier terminates traffic to Windstream end offices that are homed to that particular tandem. By way of example, a technically feasible Point of Interconnection on Windstream's interconnected network in a LATA would include an applicable Windstream tandem or Windstream end office wire center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Carrier wire center, switch or any portion of a transport facility provided by Windstream to Carrier or another party between a Windstream wire center or switch and the wire center or switch of Carrier or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Windstream's interconnected network" shall apply (and are hereby incorporated by reference) each time the term "on Windstream's interconnected network" is used in this Agreement.
- 1.3. Interconnection to Windstream is available by the following types of interconnection:
  - 1.3.1. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Windstream Tandem Switch that uses SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with Windstream End Offices subtending the Tandem Switch. Carrier must establish a point of interconnection at each Windstream tandem within the LATA. A Type 2A Interconnection cannot be used to reach Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX. Traffic originated by a carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's End User customer, is not considered to be originating on that Party's network and may not be routed on this type 2A direct interconnection.
  - 1.3.2. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Windstream End Office that uses SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Windstream NXX codes served by the Windstream End Office with the 2B Interconnection and Remote Switch subtending that Windstream End Office and cannot be used to reach EAS points, Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX. Windstream will not transit traffic from Carrier to a Third Party network or accept traffic from a Third Party network to be delivered to Carrier through an End Office Type 2B Interconnection. Traffic originated by a carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's End User customer, is not considered to be originating on that Party's network and may not be routed on this type 2B direct interconnection.
- 1.4. The Parties shall utilize direct End Office facilities under any one of the following conditions:

- 1.4.1. Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Carrier and Windstream.
- 1.4.2. Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between Carrier's switch and a Windstream End Office and where such traffic exceeds or is forecasted to exceed one (1) DS1 and/or 250,000 minutes of use for a single month, then the Parties shall install and retain direct End Office facilities sufficient to handle such traffic volumes. Carrier will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed one (1) DS1 and/or 250,000 minutes of use for a single month. In the case of one-way facilities, additional facilities shall only be required by the Party whose facilities have achieved the preceding usage threshold.
- 1.4.3. Mutual Agreement - The Parties may install direct End Office facilities upon mutual agreement in the absence of conditions (1.4.1) or (1.4.2) above.
- 1.5. Each Party is responsible for the transport of calls exchanged between the Parties from its network to the POI. Each Party shall be responsible for providing its owned or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to each Party's approved access services tariff.

## 2. INDIRECT TRAFFIC

- 2.1. When the Parties interconnect their networks indirectly via another LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in Attachment 3. Neither Party shall deliver traffic destined to terminate at the other Party's End Office via another LEC's End Office or via another LEC's tandem to the other Party's tandem. Indirect interconnection will only occur with another LEC that Windstream's End Office subtends as listed in Local Exchange Routing Guide. Windstream is not obligated to establish facilities with any other third party for the exchange of Indirect Traffic between Carrier and Windstream. Carrier will not route Indirect Traffic for termination to Windstream through a Competitive Local Exchange Carrier. Windstream will only be responsible for the interconnection facilities located within the Windstream exchange boundary utilized in the routing of the indirect traffic. When traffic to an End Office exceeds 250,000 minutes of use, then Carrier will establish a direct connection to the Windstream End Office. If the Windstream End Office is a Remote Switch, the Carrier will establish a direct connection to the Windstream host switch serving the Windstream Remote Switch.

## 3. OBLIGATIONS

- 3.1. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of ISP-Bound Traffic. The Party serving or connecting to the internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.
- 3.2. All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on the Tandem Switch is misrouted.

- 3.3. Carrier shall not route over the interconnection Facilities provided pursuant to this Agreement terminating traffic it receives from or through an IXC that is destined for Windstream's End Office Switches.
- 3.4. Carrier shall not deliver traffic to Windstream under this Agreement from a non-CMRS Telecommunications Carrier.
- 3.5. All traffic received by Windstream at an End Office Switch from Carrier must terminate to that end office. End Office Switches do not perform Tandem-switching functions.

#### **4. GENERAL REQUIREMENTS**

- 4.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 4.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 4.3. Windstream will process Carrier maintenance requests at Parity.
- 4.4. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks.
- 4.5. Each Party is required to maintain accurate LERG data as part of this Agreement.
- 4.6. Windstream will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate.

#### **5. SIGNALING**

- 5.1. Where available, Windstream will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. When Windstream provides SS7 Signaling services directly to Carrier, Windstream shall provide such service at then prevailing rates in Windstream's applicable tariff. These rates are for the use of Windstream's STP's in the completion of mobile-to-land Telecommunications traffic. Carrier may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with Windstream using a Third Party Provider's network, provided that the Third Party has established SS7 interconnection with Windstream.

#### **6. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES**

- 6.1. Windstream shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences

at Parity. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

## **7. SERVICE PROJECTIONS**

- 7.1. Windstream and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
  - 7.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;
  - 7.1.2. Two-Six Codes for each trunk group;
  - 7.1.3. Quantity of trunks in service;
  - 7.1.4. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

## **8. QUALITY OF SERVICE**

- 8.1. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 8.2. Carrier and Windstream shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

## **9. INFORMATION**

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

## **10. ACCESS TO TELEPHONE NUMBERS**

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

## **11. TANDEM TRANSIT TRAFFIC**

- 11.1. As used in this Section, Tandem Transit Traffic is telephone exchange service traffic that originates on Carrier's network, and is transported through Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant Windstream tandem to which Carrier delivers such traffic. Neither the originating nor terminating End User of such traffic is a End User of Windstream with respect to such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not Tandem Transit Traffic. Tandem Transit Traffic service is not available through a Windstream end office.

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- 11.2. Tandem Transit Traffic may be routed over a type 2A Interconnection. Carrier shall deliver via ISUP signaling, including provision of Calling Party Number ("CPN"). The absence of CPN will be a material breach of this Agreement.
- 11.3. Carrier shall pay Windstream for Tandem Transit Traffic that Carrier originates at the rate specified in the Attachment 4, plus any additional charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of such traffic, including any switched exchange access service charges. In the event Windstream bills Carrier for charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of Carrier's traffic, Windstream will, upon Carrier's request, work cooperatively with Carrier to dispute such charges or costs with the terminating carrier and Carrier will defend Windstream and hold it harmless with respect to any attempt by a terminating carrier to collect from Windstream or to impose liability on Windstream with respect to traffic originated by Carrier. In the event the Commission or a court or arbitrator of competent jurisdiction orders Windstream to pay (in whole or part) charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of Carrier's traffic, Carrier will reimburse Windstream in full for the charges or costs that Windstream is ordered to pay. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Windstream for the delivery or termination of Carrier's traffic, Carrier shall reimburse Windstream in full for the actual costs, including reasonable attorneys' fees, Windstream incurred in connection with disputing and/or defending against the charges or costs levied by the terminating carrier.
- 11.4. It is Carrier's responsibility to obtain a written telecommunications service traffic exchange arrangement with any terminating carrier to which it delivers telecommunications service traffic that transits Windstream's Tandem Switch. When measurements show the volume of Carrier's traffic transiting a specific Windstream tandem to a particular terminating carrier exceeds the Centium Call Second busy hour equivalent of one (1) DS-1 and/or 500 Centium Cell Second per average busy hour for two out of three consecutive months (the "Threshold Level"), Carrier will (i) with respect to any terminating carrier with which it has an agreement, cease terminating traffic to the particular carrier through Windstream within sixty (60) days of exceeding the threshold and (ii) with respect to any terminating carrier with which it does not have an agreement when it exceeds the threshold, cease terminating traffic to the particular carrier through Windstream within one hundred thirty-five (135) days after exceeding the threshold. The above dates after which Carrier is to cease terminating traffic through Windstream may be extended by Carrier while it is current and remains current in compensating Windstream with respect to the Tandem Transit Traffic service provided by Windstream, is in compliance with its obligations under this Agreement and has initiated and is prosecuting a proceeding before a regulatory commission or court with appropriate jurisdiction as necessary to enable Carrier to deliver traffic to the terminating carrier through a means other than through transiting Windstream.
- 11.5. The Tandem Transit Traffic originated by Carrier will be determined by actual call recordings at Windstream's Tandem Switch. Carrier shall not strip, modify or alter any of the data signaled or billing information provided to the other Party. In the event Carrier strips, modifies or alters any of the data signaled or strips, modifies or alters any of the billing information provided to Windstream, such event will be a material breach of this Agreement

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### **ATTACHMENT 3 – BILLING COMPENSATION AND CHARGES**

This Attachment describes the terms and conditions under which billing, compensation and charges will be applied.

#### **1. FACTORS**

- 1.1. When traffic is not segregated according to traffic types, the Parties have agreed to use an InterMTA Traffic factor. Based upon the unique MTA geography of the areas served by the Parties, for the first twelve (12) months of this Agreement and thereafter unless changed as provided herein, the InterMTA traffic factor will be as listed in Attachment 4 which will be applied only on minutes of use terminating from Carrier to Windstream for billing of terminating InterMTA Traffic. Following the initial twelve (12) month period, Carrier may conduct a state-specific traffic study, using a minimum of thirty (30) days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage, the results of which may be used prospective upon mutual agreement of the Parties; provided, however, that the InterMTA factor shall not be revised more often than once every twelve (12) months. Carrier will provide Windstream the call detail records, including Cell Site, used in the study to determine the InterMTA factor. If the Parties cannot reach agreement, either Party may invoke the Dispute Resolution Process as outlined in Section 19 of the General Terms and Conditions.

#### **2. TYPES OF TRAFFIC AND SERVICES**

- 2.1. This Agreement applies only to the exchange of Authorized Services traffic, as defined in this Agreement. Authorized Services traffic may consist of both Local Traffic, InterMTA and Tandem Transit Traffic as defined in the Agreement.

#### **3. COMPENSATION**

- 3.1. InterMTA Traffic. Carrier will compensate Windstream for the termination of InterMTA Traffic at the InterMTA Rate listed in Attachment 4. Carrier will not bill nor will Windstream pay any charges for InterMTA Traffic.
- 3.2. Local Traffic. Under this Agreement, Windstream is only required to compensate Carrier for terminating Local Traffic originating from a Windstream End User at the Reciprocal Compensation rate as set forth in Attachment 4. Windstream will bill Carrier for Carrier originated Local Traffic terminating on Windstream's network at the Reciprocal Compensation rate as set forth in Attachment 4.

##### **3.2.1. Traffic not subject to the Reciprocal Compensation Rate:**

- 3.2.1.1. Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Traffic, which shall not include, without limitation, the following:
- 3.2.1.2. Non-CMRS traffic (traffic that is intended to originate or terminate to a mobile station using CMRS frequency);
- 3.2.1.3. Toll-free calls (e.g. 800/888), information services traffic, ISP-Bound Traffic, 500 and 700 calls;
- 3.2.1.4. Third party traffic (traffic not originating from or terminating to either Party's End User);
- 3.2.1.5. InterMTA Traffic;



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- 3.2.1.6. Paging Traffic;
  - 3.2.1.7. Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the state Commission.
  - 3.2.2. Intentionally Left Blank
  - 3.2.3. Carrier may conduct a state-specific traffic study, using a minimum of thirty (30) days of traffic information, in an effort to derive the Balance of Traffic Factor, the results of which may be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Windstream every twelve (12) months thereafter upon mutual agreement of the Parties and at the request of either Party. Carrier will provide Windstream call detail records used in the study to determine the Balance of Traffic Factor. The traffic study is to only include traffic originated or terminated to Carrier's End Users and Windstream's End Users. If the Parties cannot reach an agreement, then either Party may invoke the Dispute Resolution Procedures as outlined in Section 19 of the General Terms and Conditions.
  - 3.3. Tandem Transit Traffic will be billed by Windstream to Carrier at the Tandem Transit Rate listed in Attachment 4. Tandem Transit Traffic is not Local Traffic or InterMTA Traffic. Carrier shall not bill Windstream for Tandem Transit Traffic terminating on Carrier's network.
- 4. Intentionally Left Blank**
- 5. PAGING TRAFFIC**
- 5.1. Windstream will not pay any compensation to Carrier providing paging services.
- 6. ANCILLARY TRAFFIC**
- 6.1. Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, or Switched Access.
- 7. INTERCONNECTION FACILITIES**
- 7.1. Recurring Charges. Transport rates, pursuant to Windstream's applicable tariffs, apply to type 2A or 2B interconnection Facilities that Carrier leases from Windstream. The rates for these Facilities will be determined by the type of traffic terminated to Windstream.
  - 7.2. Nonrecurring Charges. All new interconnection facilities or additions to existing interconnection facilities between Carrier's connecting facilities or MSCs and Windstream's End Offices or Tandem are subject to a nonrecurring charge. These non-recurring rates will be as listed in the applicable Windstream tariffs.
- 8. CHARGES AND PAYMENT**
- 8.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 4 subject to the provisions of Section 8.2 through 8.6 below.
  - 8.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in Section 8.6 below, shall apply.
    - 8.2.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described above), whichever is earlier. If a Party fails to receive a billing within

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the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered

- 8.3. Payment is not due for any and all billed amounts which are disputed until such dispute has been resolved in accordance with the provisions governing billing dispute resolution outlined in Section 19 of the General Terms and Conditions of this Agreement.
- 8.4. Windstream will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.
- 8.5. If payment on the undisputed amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.6. The Parties agree that interest on past due balances related to undisputed bills will apply at 1.0% compounded monthly and applied for each month or portion thereof that an outstanding balance remains.

## 9. BILLING

- 9.1. Each terminating Party is responsible for billing the originating Party for traffic originated by the originating Party's End User for traffic terminated on its respective network.
- 9.2. For Indirect Traffic, the terminating Party must obtain the originating billing information from the transiting LEC. It is each Party's responsibility to enter into appropriate contractual arrangements with the transiting LEC.
- 9.3. Windstream will route indirect Local Traffic to an NPA-NXX of Carrier as specified in the Location Exchange Routing Guide (LERG) or through any direct connection between Windstream and Carrier. When the rating point and routing point for an NPA-NXX are not within the same rate center, originated from Windstream and terminating to Carrier, Carrier will be responsible for all charges due to the transiting LEC for Indirect Traffic exchanged between Carrier and Windstream. If Windstream can not record the traffic terminating to Windstream originating from these NPA-NXX's of Carrier, then Windstream will use meet-point billing records or industry standard records from the transiting LEC. If Windstream can not obtain records from the transiting LEC for traffic originating from Carrier's NPA NXX's, then Carrier must provide billing records to Windstream for Windstream to bill Carrier. Both Parties are responsible for establishing transport arrangements with the transiting LEC for the transiting of the traffic for these NPA-NXX's.
- 9.4. Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.

**ATTACHMENT 4 – PRICE LIST**

Description	
Reciprocal Compensation Rate	\$0.01450
InterMTA Factor	
Terminating InterMTA Factor	2%*
Windstream InterMTA rate	
Terminating InterMTA Rate	\$0.058311
Tandem Transit Traffic Rate	\$0.003

\* USCC and Windstream have agreed to the interMTA percentage listed above based upon information provided and verified by an officer of USCC.

## **ATTACHMENT 5 – DEFINITIONS**

Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the rules and regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

**“Act”** means the Communications Act of 1934, as amended.

**“Affiliate”** is as defined in the Act.

**“Ancillary Services”** means optional supplementary services of N11 and Service Access Codes (600, 700, 800 and 900 services, but not including 500 services).

**“Ancillary Traffic”** means all traffic destined for ancillary services.

**“Authorized Services”** means those wireless services which Carrier may lawfully provide pursuant to applicable law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.

**“Business Day(s)”** means the days of the week excluding Saturdays, Sundays, and all holidays as listed on Windstream’s website ([www.windstream.com](http://www.windstream.com)).

**“Cell Site”** means a transmitter/receiver location, operated by a Carrier, through which radio links are established between a wireless system and mobile units.

**“Central Office Switch”** (“COs”) are switching facilities within the public switched telecommunications network, including, but not limited to:

**“End Office Switch”** (“EOs”) are landline switches from which end-user Telephone Exchange Services are directly connected and offered.

**“End User”** means a third party subscriber to Telecommunications Services provided by any of the Parties at retail, including a “roaming” user of Carrier’s network. As used herein, the term “End Users” does not include any of the Parties of this Agreement with respect to any item or service obtained under this Agreement.

**“Tandem Switch”** are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

**“Mobile Switching Center” or “MSC”** means Carrier’s facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to, from and among its End Users and other telecommunications companies.

**“Remote Switch”** are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

**“Commercial Mobile Radio Services”** (“CMRS”) means a radio communication service as set forth in 47 C.F.R. Section 20.3.

**“Common Transport”** means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and a Windstream End Office Switch, or between a Windstream End Office Switch and a Remote Switch. Common transport is shared between multiple telecommunications carriers.

**“Dedicated Transport”** provides a local interoffice transmission path between Windstream’s Central Office and the Carrier’s Central Office. Dedicated transport is limited to the use of a single telecommunications carrier.

**“Effective Date”** is the date referenced in the opening paragraph of the Agreement.

**“End Date”** is the date this Agreement terminates as referenced in section 4.1.

**“Facility” or “Facilities”** means the wire, line or cable dedicated to the transport of traffic between the Parties respective networks.

**“FCC”** means the Federal Communications Commission.

**“Incumbent Local Exchange Carrier” (“ILEC”)** is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC’s regulations.

**“Indirect Traffic”** means traffic that is originated by the End User of one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. The End User of either Party can not be a telecommunications carrier.

**“Interconnection”** means the connection of separate pieces of equipment or transmission facilities within, between or among networks for the transmission and routing of traffic.

**“Interexchange Carrier” (“IXC”)** means a provider of Interexchange telecommunications services.

**“InterMTA Traffic.”** For purposes of compensation under this Agreement, InterMTA Traffic means traffic between a LEC and a Carrier that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area as determined at the beginning of the call as the location of the End Office serving the LEC’s End User and the Cell Site of Carrier’s End User.

**“IntraLATA Toll Traffic”** means traffic as defined in accordance with Windstream’s then-current IntraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

**“ISP-Bound Traffic”** means all dial-up traffic destined for a commercial provider of internet access.

**“Local Traffic”** means, for purposes of reciprocal compensation under this Agreement, traffic that is exchanged between Windstream and Carrier that originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Windstream’s landline retail End User calling scope or other Interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas. For purposes of this agreement, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties, including ISP-Bound Traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

**“Major Trading Area” (“MTA”)** refers to the largest FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

**“North American Numbering Plan” (“NANP”)** means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

**“Numbering Plan Area” (“NPA”)** – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized

telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

**"NXX," "NXX Code," or "Central Office Code," or "CO Code"** is the three-digit switch entity indicator, which is defined by the fourth, fifth, and sixth digits of a ten-digit telephone number within the NANP.

**"Ordering And Billing Forum" ("OBF")** refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

**"Parity"** means, the provision by Windstream of services or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those provided to Windstream End Users or any other entity that obtains such services or numbering resources from Windstream. Windstream shall provide such services or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its End Users or any other entity that obtains such services or telephone numbering resources from Windstream.

**"Party"** means either Windstream authorized to provide Telecommunications Service in the state or Carrier.

**"Parties"** means both Windstream and Carrier.

**"Point(s) Of Interconnection" ("POI")** is a mutually agreed upon point(s) of demarcation on Windstream's interconnected network where the networks of Windstream and Carrier interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.

**"Revenue Accounting Office" ("RAO")** means a data center that produces subscriber bills from the host office's automatic message account data.

**"Tandem Switching"** means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) of Windstream.

**"Tariff"** means a document filed at the relevant state or federal regulatory commission for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

**"Telecommunications"** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**"Telecommunications Carrier"** means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.

**"Telecommunication Services"** means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**"Transiting Service"** means switching and intermediate transport by a third party, who is not subject to this agreement, for traffic originating from and terminating to the Parties.

**"Trunk"** means the switch port interface(s) used and the communications path created to connect Carrier's network with Windstream's interconnected network for the purpose of exchanging Authorized Services for purposes of interconnection.

**"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

**"Wire Center"** denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also

denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

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

**United States Cellular Corporation**

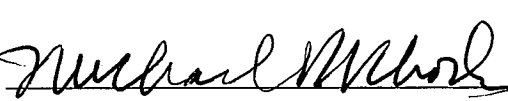
By: 

Name: John C. Goble

Title: UP Legal & Regulatory Affairs

Date: December 30, 2008

**Windstream Missouri, Inc.**

By: 

Name: Michael D. Rhoda

Title: Senior Vice President - Government Affairs

Date: 1/5/09