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RUTLEDGE, ECENIA, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA
RICHARD M. ELLIS
KENNETH A. HOFFMAN
LORENA A. HOLLEY
MICHAEL G. MAIDA
MARTIN P. McDONNELL
J. STEPHEN MENTON

POST OFFICE BOX 551, 32302-0551
215 SOUTH MONROE STREET, SUITE 420
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788
TELECOPIER (850) 681-6515

R. DAVID PRESCOTT
HAROLD F. X. PURNELL
MARSHA E. RULE
GARY R. RUTLEDGE
MAGGIE M. SCHULTZ

GOVERNMENTAL CONSULTANTS
PARSONS B. HEATH
MARGARET A. MENDUNI
M. LANE STEPHENS

February 7, 2006

Ms. Blanca S. Bayo, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

HAND DELIVERY

COMMISSION
CLERK

05 FEB - 7 PM 3:00

RECEIVED-FPSC

Re: Wireless Interconnection and Reciprocal Compensation Agreement between
Northeast Florida Telephone Company (NEFCOM) and T-Mobile USA, Inc.

Dear Ms. Bayo:

Enclosed for filing and approval are the original and two copies of the Wireless
Interconnection and Reciprocal Compensation Agreement between Northeast Florida Telephone
Company (NEFCOM) and T-Mobile USA, Inc.

If you have any questions, please do not hesitate to contact me. Thank you for your
assistance with this filing.

Sincerely,

Kenneth A. Hoffman

KAH/rl
Enclosures
bayo.feb7ltr

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01066 FEB-7 g

FPSC-COMMISSION CLERK

**WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

BETWEEN

NEFCOM, Inc.

AND

T-Mobile USA

Mkdtmusa 3-20-050001

DOCUMENT NUMBER-DATE

01066 FEB-7 9

FPSC-COMMISSION CLERK

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between NEFCOM, Inc., an Incumbent Local Exchange Carrier (ILEC) certificated to provide local exchange services in the State of Florida, and T-Mobile USA, Inc., with offices located at 12920 SE 38th St., Bellevue WA 98006 ("TMUSA"), effective upon the 15th Day of January, 2006 ("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and TMUSA are also sometimes referred to herein as "Party" or, collectively, "Parties.")

WHEREAS, ILEC is a local exchange carrier certified to operate in Florida, and,

WHEREAS, TMUSA is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") and provides such service to its end user customers; and,

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to establish a compensation arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's

network.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of Sections 251-52 of the Act, TMUSA and LEC hereby covenant and agree as follows:

SECTION 1 - SCOPE OF AGREEMENT

This Agreement shall cover Reciprocal Compensation arrangements between the Parties' respective networks in Florida. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in Section 2 of this Agreement. This Agreement shall not apply to traffic or calls completed by either Party in compliance with any obligation to port numbers of the former customers of one Party when that customer takes service from the other Party.

SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. 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 Florida Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that 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.

2.1 “Act” - the Communications Act of 1934, (47 U.S.C. 151 et. seq.) as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the Federal Communication Commission.

2.2 “CMRS” - Commercial Mobile Radio Service, as defined at 47 C.F.R. § 20.3.

2.3 “Commission” - Florida Public Service Commission.

2.4 “FCC” - Federal Communications Commission.

2.5 “Local Exchange Carrier” or “LEC” - means any company certificated by the State Commission to provide local exchange telecommunications service.

2.6 “Local Traffic” - Local Traffic under this Agreement is traffic between ILEC and TMUSA that, at the beginning of the call, originates and terminates within the same Major Trading Area. For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For TMUSA, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.7 “MTA” - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.8 “Non-local Traffic” - Non-local Traffic under this Agreement is traffic between ILEC and TMUSA that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

SECTION 3 - TRAFFIC EXCHANGE

- 3.1 Each Party shall be responsible for provisioning its traffic, if any, exchanged under this Agreement. Each Party shall be responsible for establishing appropriate contractual or tariff relationships with the third-party LEC(s), if any, that Party selects for transiting traffic to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the network(s) of any such third-party LEC(s).
- 3.2 Upon agreement by both parties, ILEC and TMUSA shall physically interconnect their facilities at a mutually agreed upon, technically feasible point of interconnection as described in the Act, and interchange traffic between their respective customers. TMUSA may purchase such facilities from a third party or from ILEC.

SECTION 4 - COMPENSATION

- 4.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be as follows:
- 4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the local termination rate established in Appendix 1.
- 4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by TMUSA and terminating to ILEC within the same State will be compensated based upon the rate for termination of non-local intrastate traffic identified in Appendix 1. Compensation for Non-local Intrastate Traffic originated by, and under the

responsibility of, ILEC and terminating to TMUSA, if any, shall be based on the rate for termination of non-local intrastate traffic identified in Appendix 1.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by TMUSA and terminating to ILEC within different States will be compensated based upon the rate for termination of non-local interstate traffic identified in Appendix 1. Compensation for Non-local Interstate Traffic originated by, and under the responsibility of, ILEC and terminating to TMUSA, if any, shall be based on the rate for termination of non-local interstate traffic identified in Appendix 1.

4.2 Factors - For the purposes of this Agreement, when actual traffic volumes are not available, the Parties agree to use the percentages referenced in Appendix 2 as fair estimates of the proportions of the total amount of traffic originated by TMUSA.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Party terminating traffic under this Agreement (*i.e.*, the "Billing Party") shall issue bills based on the best information then available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers or locations. It is understood that Bell South currently provides ILEC with access to IXC type modified 11-01-XX call records from which ILEC can obtain the volumes of traffic originated by TMUSA and terminating to ILEC, but these records do not provide sufficient individual call detail to determine individual call jurisdiction. The Parties will work cooperatively in the future

to improve the call information available to provide or exchange billing records in industry standard formats containing sufficient call detail to allow the Billing Party to issue bills based on information it receives through the network, without having to rely upon or pay for the services of a non-party such as Bell South. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder, or to pay for the services of transiting ILECs or other entities for billing format or record creation to satisfy any duty or obligation hereunder.

If neither Party can measure the traffic, the Parties agree to use Mobile to Land and Land to Mobile traffic ratio factors. The following Traffic Ratio Factors will initially be used:

Land originated traffic: 35%

Mobile originated traffic: 65%

5.2 If either Party provides to the other a valid traffic study, or a valid study of interMTA traffic by access jurisdiction, the Parties shall use such traffic study or reexamination to negotiate in good faith a mutually acceptable revised local traffic factor, or interMTA or access jurisdiction percentage.

For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling and called party information (*e.g.*, originating and terminating NPA NXX, minutes of use, available detail, if any, identifying location of TMUSA calling or called customer, or available detail, if any, identifying the location of the cell tower serving TMUSA calling or called customers, *etc.*) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. Either Party

initiating an interMTA traffic study for the purpose of proposing changes to this Agreement will provide the other Party not less than thirty (30) days' notice of intent to conduct the study, and the opportunity for the other Party to participate in the establishment, conduct, and results of the study. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

5.3 The originating Party shall pay the Billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than ninety (90) days old. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, *etc.*, billing can be rendered or corrected for periods beyond ninety days. In no case, however, will billing be made for traffic that is more than one year old.

5.4 If TMUSA elects not to issue bills to ILEC, then ILEC shall calculate and render a "net bill" to TMUSA by applying the Traffic Ratio Factors to the total MOUs of Traffic originated by TMUSA and terminated to ILEC, as measured by ILEC or summarized in Category 1101 records or Tandem Records provided to ILEC by the tandem operator. ILEC shall calculate its "net bill" to TMUSA using the following formula:

- (a) TMUSA MOUs terminated by ILEC;

- (b) Divide “(a)” MOUs by Mobile-to-Land factor 65%;
- (c) Multiply “(b)” MOUs result by Land-to-Mobile factor 35%;
- (d) Net MOUs by subtracting “(c)” MOUs result from “(a)” MOUs; and
- (e) Multiply “(d)” MOUs result by Rate in Appendix.

5.5 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

5.6 Shared Facilities Factor. Where Interconnection Facilities provided by one of the Parties are used for two-way traffic, the applicable recurring and non-recurring charges (if any) will be apportioned by an agreed upon percentage representing either the estimated percentage or the actual percentage of traffic originating on the network of each Party. This percentage is referred to as the Shared Facilities Factor as agreed in Appendix 2 of this Agreement. The Parties will review this factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately, not to be revised more than quarterly.

SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, “Audit” shall mean a comprehensive review of the other Party’s books and records pertaining solely and exclusively to the services performed under this Agreement for purposes of ensuring material compliance with this Agreement. Either Party (the “Requesting Party”) may perform one (1) Audit per twelve (12) month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other “Audited Party”, the Requesting Party shall have the right, through a mutually acceptable independent

auditor (the "Auditor"), to perform an Audit, during normal business hours, and in a manner so as not to interfere with the audited Party's business operations, to evaluate the audited Party's material compliance, strictly related to the accuracy of billing, data and invoicing in accordance with this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide reasonable escorted access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines) in compliance with the Audited Party's security rules.

6.3 The Requesting Party shall bear all expenses in connection with the conduct of the Audit including reasonable auditor's fees. The Parties shall advise the Auditor of the Confidentiality provisions set forth herein and shall have such Auditor execute a confidentiality agreement agreeing to be bound by terms and conditions substantially similar to, but no less restrictive than, those set forth herein. Any and all documents and statements of any kind made by the Auditor, the Parties and/or their agents, as well as any opinions or findings by the Auditor, shall be deemed to be Confidential Information

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One percent or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two

percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process.

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that non-lawyer business representatives conduct these negotiations, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the

representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as settlement discussions and confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the Commission proceeding or arbitration described below or in any lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (or sooner if the parties agree that a voluntary resolution will not occur) after the initial written request, the dispute may be brought in any lawful forum for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in Orange Park, Florida, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures

set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall, within ninety (90) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 5.3, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

7.5 No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

SECTION 8 - CONFIDENTIAL INFORMATION

The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the

purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other party. If a Party is obligated to produce, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 In any event, each Party's liability for all claims arising under this Agreement, or under the provision of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

SECTION 10 - TERM OF AGREEMENT

This Agreement shall commence on the Effective Date, and shall terminate one year after the Effective Date. This Agreement shall renew automatically for successive one-month terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect (1) not to renew by giving the other Party at least thirty (30) days written notice of the desire not to renew; or (2) to negotiate a subsequent agreement by giving the other Party at least thirty (30) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

SECTION 11 - INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION 12 - THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION 13 - GOVERNING LAW, FORUM AND VENUE

The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Florida, except when Federal law may be controlling, in which case Federal law will govern.

SECTION 14 - ENTIRE AGREEMENT

14.1 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.

SECTION 15 - NOTICE

Notices shall be sent via certified, registered, or overnight mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, in the case of TMUSA to:

T-Mobile USA, Inc.
Attn: Carrier Management
12920 SE 38th St.
Bellevue, WA 98006

with a copy to

T-Mobile USA, Inc.
Attn: General Counsel
12920 SE 38th St.
Bellevue, WA 98006

In the case of ILEC:

Townes Telecommunications Service Corp.
Attn: Richard Bolduc
505 Plaza Circle, Suite 200
Orange Park, Florida 32073
Voice: (904)688-0030
Fax: (904)688-0049
E-mail: rbolduc@townes.net

with a copy to:

Townes Telecommunications Service Corp.
Attn: Deborah Nobles
505 Plaza Circle, Suite 200
Orange Park, Florida 32073
Voice: (904)688-0029
Fax: (904)688-0025
E-mail: dnobles@townes.net

Or to such other location as the receiving Party may direct in writing.

SECTION 16 - FORCE MAJEURE

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, industry labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

SECTION 17 - MOST FAVORED NATION

TMUSA's entry into this Agreement in no way constitutes a waiver of its rights under Section 252(i) of the Act.

SECTION 18 - ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a

Party may assign this Agreement or any portion thereof, without consent, to any entity that, on the effective date of this Agreement, controls, was controlled by or under the common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and/or obligations of the Parties under the terms of this Agreement.

SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party, *provided however* that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; and/or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

19.2 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of

Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

SECTION 20 - MISCELLANEOUS

20.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c), but rather a reciprocal compensation agreement under 47 U.S.C. 251(b)(5). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C.251(f), and ILEC does not waive such exemption by entering into this Agreement.

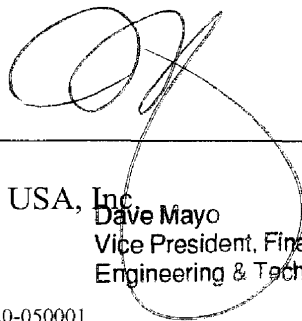
20.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth in Section 7 of this agreement.

20.3 The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and

effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both LEC and TMUSA. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld, conditioned or delayed. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

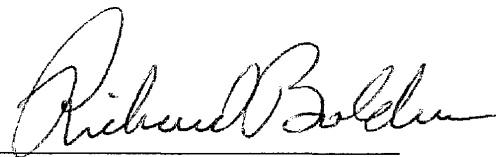
This Agreement is executed this 30th day of January, 2006.

Signatures:



T-Mobile USA, Inc.
Dave Mayo
Vice President, Finance & Planning
Engineering & Technical Operations

Mkdtmusa 3-20-050001



NEFCOM, Inc.
Richard Bolduc
Manager of Revenue Development

OKS

APPENDIX 1

Pursuant to Section 4.1:

Rates for termination of Local Traffic via an indirect interconnection:
Local Termination Rate: \$0.018 per minute

Rates for termination of Local Traffic via a direct interconnection:
Local Termination Rate: \$0.018 per minute

Rates for termination of Non-Local Interstate Traffic shall be taken from ILEC's access tariff for interstate intraLATA traffic.

Rates for termination of Non-Local Intrastate Traffic shall be taken from ILEC's access tariff for intrastate intraLATA traffic.

APPENDIX 2

Pursuant to Section 4.2:

100.0% of traffic shall be deemed to be Local

0.0% of traffic shall be deemed to be InterMTA

Of the InterMTA traffic:

50% shall be deemed to be Interstate

50% shall be deemed to be Intrastate

Pursuant to Section 5.1

65% of traffic is mobile originated

35% of traffic is land originated

Pursuant to Section 5.6

Shared Facility Factor:

65% of traffic is mobile originated

35% of traffic is land originated