

Kira M. Slawson (7081)
BLACKBURN & STOLL, L.C.
Attorneys for Emery Telephone, Carbon/Emery
Telcom, Inc. and Hanksville Telcom, Inc.
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Telephone: (801) 521-7900

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH	
IN THE MATTER OF THE INTERCONNECTION AGREEMENT BETWEEN EMERY TELEPHONE, CARBON/EMERY TELCOM, INC., HANKSVILLE TELCOM, INC. AND VERIZON WIRELESS	FILING OF INTERCONNECTION AGREEMENT DOCKET NOS: 17-042-01 17-2302-01 17-2303-01

Pursuant to 47 U.S.C. § 252(e)(1), and Utah Code Ann. § 54-8b-2.2.(1)(d), Emery Telephone, Carbon/Emery Telcom, Inc. and Hanksville Telcom, Inc. (collectively “Emery”) files the attached Interconnection Agreement between Emery and Verizon Wireless for approval by the Commission. Under the Agreement, Emery will provide certain services to Verizon Wireless in the State of Utah.

Dated this 25th day of August, 2017.

BLACKBURN & STOLL, LC



Kira M. Slawson
Attorneys for Emery Telephone,
Carbon/Emery Telcom, Inc. and Hanksville
Telcom, Inc.

MAILING CERTIFICATE

I hereby certify that on the 25th of August, 2017, I caused a true and correct copy of the foregoing FILING OF INTERCONNECTION AGREEMENT to be electronically delivered to the following:

Marc Sterling
Verizon Wireless
Marc.Sterling@VerizonWireless.com



Kira M. Slawson

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement") is entered into by and between Emery Telephone, a Utah corporation, Carbon/Emery Telcom, Inc., a Utah corporation, and Hanksville Telcom, Inc., a Utah corporation (collectively referred to herein as "Emery"), and Cellco Partnership d/b/a Verizon Wireless ("Cellco Partnership"), a general partnership organized under the laws of the State of Delaware, with offices at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its wireless subsidiaries and wireless affiliates operating within the State of Utah from time to time (the "VZW Affiliates" and, together with Cellco Partnership, "Verizon Wireless") (Emery and Verizon Wireless being referred to collectively as the "Parties" and individually as a "Party") and is effective as of June 1, 2017 ("Effective Date").

ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, each Party will extend certain arrangements to the other Party within the State of Utah for purposes of interconnection, compensation arrangements and the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Utah Public Service Commission ("Utah PSC") for approval. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

ARTICLE II DEFINITIONS

2.1 General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 2.1.1 "Act" means the Communications Act of 1934 as amended.
- 2.1.2 "Affiliate" has the meaning given to the term in the Act.
- 2.1.3 "Applicable Law" means all effective laws, government regulations and government orders applicable to each Party's performance of its obligations under this Agreement.
- 2.1.4 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 2.1.5 "Bill and Keep" has the meaning given to the term in the FCC Rules.
- 2.1.6 "Business Day" means Monday through Friday, except for holidays on which Utah State government offices are closed.
- 2.1.7 "Commercial Mobile Radio Services" or "CMRS" has the same meaning as that term is defined in the FCC Rules.
- 2.1.8 "Commission" or "Utah PSC" shall mean the Utah Public Service Commission.
- 2.1.9 "DS-0" is a facility that provides one channel of communications service, out of a possible of 24, on a T-1 facility.

- 2.1.10 “DS-1” is a facility that provides 24 DS-0s.
- 2.1.11 “End Office” means Emery’s central office trunking/switching facilities where Local Loops are terminated for purposes of interconnection to each other and to the network.
- 2.1.12 “FCC” means the Federal Communications Commission.
- 2.1.13 “Interconnection,” when used in this Agreement, means the physical connection, either directly or indirectly, of two networks for the exchange of traffic between the Parties’ end user customers.
- 2.1.14 “IXC” or “Interexchange Carrier” means a telecommunications carrier, other than a CMRS provider, that provides toll telephone service, as the latter term is defined in the Act.
- 2.1.15 “LEC” or “Local Exchange Carrier” has the same meaning as that term is used in 47 U.S.C. §153(32).
- 2.1.16 “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 2.1.17 “Local Loop” means a transmission facility between a distribution frame (or its equivalent) in Emery’s End Office and an end user customer premise.
- 2.1.18 “Local Calling Area” means Emery local calling areas as reflected in Emery’s current tariffs on file with the Commission including any Commission approved Extended Area Service (“EAS”). Local Calling Area will include local dialing to Verizon Wireless’ current NPA-NXXs located in Emery’s exchanges and Rate Centers and in any exchanges and Rate Centers within EAS arrangements. Local Calling Area will also include any future NPA-NXXs that Verizon Wireless obtains in each Emery exchange and Rate Center and in any exchanges and Rate Centers within EAS arrangements. Local Calling Area will also include Verizon Wireless mobile-to-landline intraMTA traffic.
- 2.1.19 “Local Traffic” has the same meaning as “Non-Access Telecommunications Traffic” in the FCC Rules. For purposes of determining originating and terminating points, the originating or terminating point for Emery shall be the end office serving the calling or called party, and for Verizon Wireless shall be the cell site location which services the calling or called party at the beginning of the call.
- 2.1.20 “Major Trading Area” or “MTA” means the Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. §24.202(a) or other Applicable Law.
- 2.1.21 “NANP” means the “North American Numbering Plan”, the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ area codes.
- 2.1.22 “Non-Local Traffic” for purposes of this Agreement is defined as any traffic other than Local Traffic.
- 2.1.23 “Number Plan Area” or “NPA” is also sometimes referred to as an area code. This is the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the NANP.

2.1.24 “NXX”, “NXX Code”, and “Central Office Code” or “CO Code” is the three digit code which appears as the first three digits of a seven digit telephone number within a valid NPA or area code.

2.1.25 “POI” means Point of Interconnection which is the mutually agreed upon point between the Parties’ respective networks where an originating Party’s traffic is deemed to be handed off to the terminating Party’s network. The POI(s) shall be identified on Exhibit A.

2.1.26 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.

2.1.27 “Subsidiary” of a Party means a corporation or other legal entity that is majority owned by such Party.

2.1.28 “Tandem” means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other equivalent equipment, tandems and third party providers.

2.1.29 “Telecommunications” has the same meaning as that term is used in the Act.

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

2.1.31 “Transiting Traffic” is traffic that originates from one Party’s network, “transits” the other Party’s network substantially unchanged, and terminates to a non-Party’s network.

2.1.32 “Transport” means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two Parties to the terminating Party’s End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.2 Other definitions. Any terms used in this agreement that are not specifically defined herein shall have the definitions assigned to them (if any) in the Communications Act of 1934, as amended, or in the Orders, Rules and Regulations of the FCC. Any terms used in this Agreement that are not defined herein or in the Communications Act of 1934, as amended, shall be interpreted in light of their ordinary meaning and usage, including any special or technical meaning or usage which such terms may have within the telecommunications industry.

ARTICLE III GENERAL PROVISIONS

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.

3.1. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term “this Agreement” shall include future amendments, modifications, and supplements.

3.2 Assignments. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this Section, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written

consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any non-affiliated entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

3.3 Authority. Each person whose signatures 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.

3.4 Authorization.

3.4.1 By Emery. Emery Telephone, Carbon/Emery Telcom, Inc. and Hanksville Telcom, Inc. are Utah corporations duly organized, validly existing and in good standing and have full power and authority to execute and deliver this Agreement and to perform their obligations hereunder, subject to any necessary regulatory approval.

3.4.2 By Verizon Wireless. Cellco Partnership is a Delaware general partnership, duly organized, validly existing and in good standing, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

3.5 Billing and Payment. Charges provided for in this Agreement shall be billed monthly. Parties agree to pay all undisputed charges specified by the "due date" as printed on the face of the bill, provided the billed Party has received such bill at least thirty (30) days before the "due date". Parties shall not bill for services provided pursuant to this Agreement more than twelve (12) months prior to the date of the bill unless written notification of a billing problem with respect to such services has been provided and agreed to by both Parties. In those circumstances, back billing shall be limited to twelve (12) months prior to the date Parties were notified in writing of the billing problem. Neither Party shall bill the other Party for traffic that predates the Effective Date of this Agreement.

3.5.1 Facility Factor. The installation and monthly charges billed by Emery for Direct Network Interconnection facilities between the Points of Interconnection ("POIs") identified on Exhibit A and the Meet Point Locations identified on Exhibit A ("Meet Point Locations") will be shared based on the following facility factor ratio: Verizon Wireless shall pay seventy-five (75%) of the total tariff rates for such facilities between the Meet Point Locations and the POIs and Emery shall pay twenty-five (25%) of the total tariff rates for such facilities between the Meet Point Locations and the POIs (the "Facility Factor"). Each and every Emery bill for such facilities shall include a credit for Emery's portion of the total tariff rates for such facilities after application of the Facility Factor. The Facility Factor shall not apply to any facilities provided by Emery other than the Direct Network Interconnection facilities used by the Parties to exchange traffic under this Agreement. Upon written request, the Parties shall review the Facility Factor and, if warranted by the actual usage, revise it by a written amendment to this Agreement executed by authorized representatives of both Parties.

3.5.2 Dispute Resolution. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, 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 this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

3.5.2.1 Informal Resolution of Disputes. If either Party disputes a billing statement, that Party shall notify the other Party in writing regarding the nature and the basis of the dispute within sixty (60) days of the statement date or the dispute shall be waived. Following the receipt of written

notice of dispute, each Party will, within thirty (30) days of such request, appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. Upon agreement, the representative may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Document identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

3.5.2.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provide, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbiter.

3.6 Late Payment Charges. If any undisputed amount due on the billing statement is not received on the payment due date, either Party may charge, and the other Party agrees to pay, interest on the outstanding balance at an interest rate at the lesser of: (i) one and one-half (1-1/2%) percent per month; or (ii) the maximum interest rate allowed by Applicable Law.

3.7 Termination. Upon termination or expiration of this Agreement in accordance with this Section, each Party shall comply immediately with its obligations as set forth above;

(a) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;

(b) Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

3.8 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

3.9 Call Detail. In the event that customer message detail is not available for any reason including, without limitation, lost or damaged call detail reports or tapes or as a result of recording system outages, upon notice to Verizon Wireless of such loss, Emery will estimate the volume of such lost minutes of use based on an average of three months previously known usage for Verizon Wireless.

3.10 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

3.11 Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

3.12 Confidential Information.

3.12.1 Identification. Either Party may disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). Confidential Information shall include all information that by its nature would generally be considered confidential and proprietary, or is marked "Confidential" or "proprietary."

3.12.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

3.12.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to the subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

3.12.4 Return. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Confidential Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

3.12.5 Survival. The obligation of confidentiality and use with respect to Confidential Information

disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information, unless a longer period is required by Applicable Law.

3.13 Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

3.14 Costs of Enforcement. In the event legal action is filed to enforce the obligations of either Party under this Agreement, the prevailing party, as determined by the court, shall be entitled to its costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of such obligations in addition to such other relief to which it may be entitled.

3.15 Entire Agreement. This Agreement and any Schedules, Appendices, tariffs and other documents or instruments referred to herein constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

3.16 Expenses. 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.

3.17 Force Majeure. Neither Party shall be 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, labor difficulties, unavailability of equipment from vendors or acts or omissions of transportation carriers, or acts of the other Party that materially impair performance, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume without liability thereafter whenever such causes are removed or cease.

3.18 Governing Law. For all claims under this Agreement that are based upon issues within the primary jurisdiction of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Utah PSC, the exclusive jurisdiction for all such claims shall be with the Utah PSC, and the exclusive remedy for such claims shall be as provided for by the Utah PSC. In all other respects, this Agreement shall be governed by the domestic laws of the State of Utah without reference to conflict of law provisions. Any legal action by either Party that is not within the jurisdiction of the FCC or the Utah PSC shall be brought and maintained in the federal or state courts of the State of Utah and the Parties hereto consent to the jurisdiction of the courts of the State of Utah for such purpose.

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

3.20 Independent Contractor Relationship. Neither this Agreement, nor any actions taken by the Parties in

compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of purchaser and seller of services. The persons provided by each Party to perform the obligations under this Agreement shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

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

3.22 Liability and Indemnity.

3.22.1 Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (b) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

3.22.2 Notice of Claims. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- (a) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
- (b) In the event the Indemnified Party elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (c) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

3.22.3 End User Claims. Party A agrees to release, indemnify, defend, and hold harmless Party B, its

Affiliates, and any third-party provider or operator of facilities involved in Party B's provision of services or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Party A's end users against Party B arising from Party A's gross negligence or intentional misconduct in the provision of services or facilities under this Agreement. Party A further agrees to release, indemnify, defend, and hold harmless Party B from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability, whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against Party B arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Party A or Party A's end users as Local Traffic or Non-Local Traffic under this Agreement.

3.22.4 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

3.22.5 Limitation of Liability. Except with respect to the Parties indemnification obligations, in no event shall either Party have any liability whatsoever to other Party for an indirect, special, consequential, incidental or punitive damages including but not limited to loss of anticipated profits or revenue or other economic loss in connection with the or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

3.22.6 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party based on or arising from any claim, demand or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

3.23 Material Changes in Law or Regulation.

3.23.1 Reservation of Rights. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this reservation of rights shall not be deemed to permit a Party to take any action that would otherwise constitute a breach of one of that Party's obligations under this Agreement.

3.23.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on 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 (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively,

"Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, request that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and that this Agreement be amended accordingly and in writing to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule. If within ninety (90) days of the effective date of such Amended Rule, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may, in its sole discretion, pursue any remedies available to it under this Agreement, at law, in equity, or otherwise.

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

3.25 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

3.26 No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Emery for the provision or procurement of the products or services described herein.

3.27 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Emery:

Emery Telephone
Attn: Brock Johansen
P.O. Box 629
445 East Highway 29
Orangeville, UT 84537
(435) 748-2223

With a copy to:

Kira M. Slawson
Blackburn & Stoll, LC
257 East 200 South, Suite 800
Salt Lake City, UT 84111
(801) 578-3578

If to Verizon Wireless:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th Floor
Arlington, VA 22201
Email: VZLegalWholesale@verizon.com

Verizon Wireless Matter #820-149841-2013

Facsimile: (703) 351-3656

With a copy to:

Verizon Wireless
5055 North Point Parkway
Alpharetta, GA 30022
Facsimile: (678) 259-1319

Email: VZWNETInterconnectContractsNotices@VerizonWireless.com

A Party may change the name and/or address to which notice to that Party shall be sent, by means of a written notice provided to the other Party in accordance with the terms of this Section.

3.28 Protection.

3.28.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment by either Party connected with the services, facilities or equipment pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over that Party's facilities or create hazards to its employees or to the public (each hereinafter referred to as an "Impairment of Service").

3.28.2 Resolution. If either Party causes an Impairment of Service, the injured Party shall promptly notify the other Party of the nature and location of the problem. The injured Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment until the problem is rectified. The Parties agree to work together to attempt to promptly resolve the Impairment of Service and restore service if temporarily discontinued.

3.29 Publicity. Any news release, public announcement, advertising, or any form of publicity referring to a Party's services hereunder shall be subject to prior written approval of that Party. Neither Party, nor its subcontractors or agents, shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

3.30 Regulatory Approval. The Parties understand and agree that this Agreement will be filed with the Utah PSC, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Utah PSC or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Utah PSC or the FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

3.31 Rule of Construction. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

Verizon Wireless Matter #820-149841-2013

3.32 Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

3.33 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this Section occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may invoke dispute resolution procedures as set forth in the Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

3.34 Subcontractors. Either Party may enter into subcontracts with third parties or Affiliates for the performance of any of its duties or obligations under this Agreement.

3.35 Term and Termination.

3.35.1 Term. Subject to the termination provisions contained in this Section, the term of this Agreement shall be two (2) year from the Effective Date of this Agreement. After completion of the initial two (2) year term, this Agreement shall continue on a month-to-month basis unless sixty (60) days written notice is given by one Party to the other Party of its intent to terminate the Agreement or to negotiate a successor agreement. In the case of a notice to terminate, the other Party may request negotiation of a successor agreement up to the end of the then-current term of this Agreement.

If either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement as described above, then during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. The rates, terms, and conditions applying during the interim period between the end of the then-current term of this Agreement and when the successor agreement is executed shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement reached through negotiations or arbitration.

If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. If the Parties are unable to negotiate a successor agreement by the end of the statutory time frame, or any mutually agreed upon extension thereof, and neither Party submits this matter to the Commission for arbitration, the Agreement shall terminate at the conclusion of the statutory time frame or at the end of the extension to the statutory time frame.

3.35.2 Termination Upon Default. Either Party may terminate this Agreement in whole or in part, and cease terminating traffic for the other Party, in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party, in writing, of the alleged default and that if the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default shall include, but not be limited to, the following:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure, following thirty (30) days prior written notice thereof and opportunity to cure, in any material respect, to properly to perform its obligations under this Agreement, or the uncured violation or breach, following notice and opportunity to cure as provided herein, of any of the

material terms or conditions of this Agreement.

3.35.3 Liability Upon Termination. 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.

3.36 Third Party Beneficiaries, Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provision herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

3.37 Trademarks and Trade Names. 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 Party for any purpose whatsoever.

3.38 Waiver. 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.

ARTICLE IV INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

4.1 Types of Services Covered by This Article. This Article governs the provision of facilities and services for interconnection and exchange of Local Traffic between Emery and Verizon Wireless, for the transport and termination of local two-way CMRS traffic originated by one Party's end users and terminated on the other Party's network. Although this Agreement covers traffic exchanged within and between multiple MTAs, the Non-Local Traffic between such MTAs covered is still considered Non-Local Traffic, is subject to the compensation provisions of Section 4.2.2, and should be routed via an IXC except as otherwise provided in this Agreement.

4.1.1 Verizon Wireless represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 36 (Salt Lake City) and MTA No. 22 (Denver), among other MTAs. With respect to mobile-to-land traffic, this Agreement is limited to Local Traffic originating on Verizon Wireless' network. Additions or changes to Verizon Wireless' NPA/NXXs and LRNs will be as listed in the LERG under Operating Company Number ("OCN") 6571 in Utah.

4.1.2 With respect to land-to-mobile traffic, this Agreement is limited to Local Traffic originating on Emery's network. Emery's NPA/NXX(s) and LRNs are listed in the LERG under OCN(s) 1190, 1192 and 2278. Additions or changes to Emery's NPA/NXXs will be as listed in the LERG under Emery's OCN(s).

4.2 Compensation.

4.2.1 Local Traffic. Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135, and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161), and as amended (the "USF/ICC Transformation Order"), the Parties agree that Bill and Keep shall be the compensation methodology for Local Traffic exchanged between Emery and Verizon

Wireless so long as the USF/ICC Transformation Order is effective and unstayed, or such other rate, if any, set by a subsequent effective and unstayed order of the FCC or a court of competent jurisdiction. Nothing in this Agreement shall preclude a Party from seeking to recover the costs of transport and termination for Local Traffic from its own end user.

4.2.2 Traffic Subject to Switched Access Compensation. Notwithstanding any other provision in this Agreement, tariffed access rates apply to Non-Local Traffic originated on Verizon Wireless' network and delivered to Emery for termination to its customers. Verizon Wireless shall compensate Emery at Emery's applicable access tariff rates for all Verizon Wireless originated Non-Local Traffic only to the extent that such Verizon Wireless originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to Emery.

4.2.2.1 Non-Local Traffic Factor. Recognizing that Emery is not able to measure Non-Local Traffic, both Parties agree to use a Non-Local Traffic Factor of three percent (3.0%) as an estimate of the amount of mobile-to-land traffic that is subject to Emery's terminating interstate access rates. Each Party shall provide call signaling information in accordance with the requirements of Applicable Law. The Parties agree to review the Non-Local Traffic Factor on a periodic basis and, if warranted by the actual usage, revise it by a written amendment to this Agreement executed by authorized representatives of both Parties.

4.2.3 Billing.

(a) Verizon Wireless will compensate Emery for Non-Local traffic at the rates provided in Section 4.2.2.

(b) Emery shall prepare a monthly billing statement to Verizon Wireless, which will separately reflect the calculation of Switched Access Compensation, if applicable. Billing shall be based on actual measured usage, when available. If actual measured usage is not available, the Parties agree that usage information from the Third Party Transit Provider may be used for billing by Emery. Emery will prepare its bill in accordance with its existing CABS / SECABS billing system. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable.

4.2.4 All invoices under this Agreement shall be sent to:

Verizon Wireless
Direct Telecom
15505 Sand Canyon Blvd.
Irvine, CA 92618

Emery Telcom
P.O. Box 629
445 East Highway 29
Orangeville, UT 84537

4.2.5 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the billing Party.

4.2.6 No Party shall bill the other Party for traffic that predates this Agreement.

4.3 Transport and Termination of Traffic.

4.3.1 Types of Traffic Covered. This Agreement covers only traffic that is originated by and terminated to each Parties' respective end users and roamers on the Verizon Wireless network in Utah MTA No.36 and MTA No. 22 over arrangements provided for in this Agreement. The Parties shall each reciprocally terminate the other Party's end user Local Traffic in accordance with this Agreement.

4.3.2 Traffic Not Covered The Parties agree not to route traffic over the Direct Network Interconnection trunks that is not covered by this Agreement or to cause fraudulent traffic to be sent over those trunks. Verizon Wireless shall not deliver any traffic on behalf of a third party IXC or a third VoIP provider pursuant to this Agreement. Traffic routed over Feature Group D switched access facilities is not covered under this Agreement.

4.3.3 Service Establishment Charge. A nonrecurring charge applies each time new service is established, pursuant to such terms as are contained within Emery's FCC Tariff, in connection with establishing and setting up the new service arrangement.

4.4 Service Agreement

4.4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Emery and Verizon Wireless. Additional arrangements that may be agreed to in the future will be delineated in written amendment to this Agreement. An NPA/NXX assigned to Verizon Wireless shall be treated as Local Calling Area Traffic and included in any local or EAS calling scope, or similar program, to the same extent as any other incumbent LEC's NPA/NXX in the same Rate Center provided that Verizon Wireless has network facilities to serve such customers.

4.4.2 Signaling System 7 (SS7) Common Channel Signaling ("CCS") is available in Emery's and Verizon Wireless' network. Use of a third-party provider of SS7 trunks for connecting Verizon Wireless to Emery's SS7 systems is permitted. Such connection will meet generally accepted industry technical standards. Each Party is responsible for its own SS7 signaling and therefore, neither Party will bill the other Party for SS7 signaling charges.

(a) All originating traffic shall contain basic call information within the Initial Address Message (IAM), such as the calling number, and will meet generally accepted industry technical standards. Altering of data parameters within the IAM shall not be permitted.

4.4.3 Indirect Interconnection. This Agreement provides for the following interconnection and arrangements between the networks of Emery and Verizon Wireless. Additional arrangements that may be agreed to in the future will be delineated in written amendment to this Agreement.

(a) To the extent that Verizon Wireless's interconnection point for Indirect Interconnection is located outside of Emery's Local Calling Area (i.e., at a third-party tandem as identified in the LERG) and Emery is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. §51.5, Emery's "Transport" (as defined in 47 C.F.R. §51.701(c)) and provisioning obligation for Local Traffic stops at the Meet Point Locations. For such traffic, Verizon Wireless is responsible for any and all remaining Transport from the Meet Point Locations to Verizon Wireless' interconnection point through a third-party Transport provider selected by Verizon Wireless.

(b) This arrangement for indirect interconnection will be subject to renegotiation if by change of law or if for any other reason the Third Party Tandem Provider no longer offers the transiting

service.

4.4.4 Direct Network Interconnection.

4.4.4.1 Traffic is currently exchanged over the existing Direct Network Interconnection trunks. The current Direct Network Interconnections have the POIs as identified on Exhibit A.

(a) Emery shall make available to Verizon Wireless DS-1 trunks groups. Such trunks groups will be utilized for Local Traffic between the Parties' customers or end users. Verizon Wireless shall be responsible for one hundred percent (100%) of all the transport facility costs both to (a) deliver traffic originating on its network to, and (b) receive traffic originated on the other Party's network from, the Meet Point Locations. Emery shall be responsible for one hundred percent (100%) of all the transport facility costs both to (a) deliver traffic originating on its network to, and (b) receive traffic originated on the other Party's network from, the POIs. The tariff rates of the facilities between the Meet Point Locations and the POIs shall be allocated as described in Section 3.5.1. This Agreement shall not preclude Verizon Wireless and Emery from entering into additional mutually agreed upon direct interconnection arrangements in the future.

(b) Upon request by Verizon Wireless, Emery agrees to provide Type 2A or 2B connections, provided such switches are capable of providing, according to standard industry practice, the type of requested interconnection.

(c) The trunk groups in this Section shall be two-way trunk groups to the extent consistent with standard industry engineering practices for interswitch connections

(d) Direct Network Interconnections shall be made with one or more DS-1 trunk groups, and shall be jointly engineered to an objective P.01 grade of service.

(e) Verizon Wireless and Emery agree to use diligent efforts to ensure that the Direct Network Interconnection trunk groups are maintained at a consistent P.01 or better grade of service. Such efforts shall also include agreeing upon default standards for the configuration of all trunk groups.

(f) Where Direct Network Interconnection has been established, each Party will perform local number portability ("LNP") database queries on its originated traffic prior to routing any of its originated traffic over the Direct Network Interconnection facilities, and will use commercially reasonable efforts to route traffic over the Direct Network Interconnection facilities only to the extent the local routing number ("LRN") returned from such queries, if any, belongs to the other Party, or if no LRN is returned, the dialed number belongs to a customer of the other Party.

(g) Where Direct Network Interconnection has been established, the originating Party will use commercially reasonable efforts to route Local Traffic to the other Party directly except in the case of an emergency, temporary equipment failure, overflow, or blocking of existing Direct Network Interconnection facilities. If the terminating Party determines that the originating Party is routing its Local Traffic indirectly rather than over existing Direct Network Interconnection facilities and such indirect routing is not subject to one or more of the exceptions set forth in this Section 4.4.4.1(g), the originating Party agrees to update its routing and translation tables to move such traffic to the Direct Network Interconnection facilities within five (5) days of receiving written notice from the terminating Party.

4.5 Traffic Routing

4.5.1 Transiting Service. Neither Party will transit traffic on the other Party's network unless otherwise agreed to in writing by the Parties.

4.5.2 Mobile to Land Traffic. Verizon Wireless shall be responsible for the delivery of traffic, either directly or indirectly, from its network to Emery's network for the transport and termination of such traffic by Emery. Direct delivery of traffic shall be via the Direct Network Interconnection between Emery and Verizon Wireless as described in Section 4.4.4 above. Indirect delivery of traffic shall be via the local tandem as identified in the LERG and not carried by an IXC. Traffic routed over Feature Group D switched access facilities is not covered under this Agreement. If Emery is requested to provide facilities or services to Verizon Wireless for purposes other than the exchange of traffic under this Agreement, such facilities and/or services: (1) will be provided pursuant to the applicable provisions of Emery's FCC Tariff, and (2) will not be subject to the facility factor ratio set forth in Section 3.5.1 hereof.

4.5.3 Land to Mobile Traffic. Emery shall be responsible for the delivery of Local Traffic, either directly or indirectly, from its network to Verizon Wireless' network.

4.6 Number Resources

4.6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Verizon Wireless' right, to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines as adopted by the FCC.

4.6.2 Code Administration. The Parties will comply with code administration requirements and written industry guidelines, as prescribed by the FCC and the Utah PSC. Each Party is responsible for administering Central Office (NXX) Codes assigned to it.

4.6.3 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines.


4.7 Emergency Services. The Parties shall use their best efforts to ensure that calling to emergency numbers such as ambulance, fire and police, are handled on a prompt basis in accordance with the needs of local emergency authorities.

4.8 General Network Responsibilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and billing of traffic from the other Party's network and for delivering such traffic to the other Party's network in an industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to its end user on its network. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—SIGNATURE PAGE TO FOLLOW]

Agreed To:

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


By: Sam G. P. N. W. L.
Title: DIRECTOR
Date: 8-8-17

**EMERY TELEPHONE
CARBON/EMERY TELCOM, INC.
HANKSVILLE TELCOM, INC.**



By: Brock Johansen
Title: CEO/GM
Date: 7/31/17

EXHIBIT A

The POIs between Verizon Wireless and Emery are as follows:

- Castle Dale - Emery Telephone's Castle Dale, UT End Office (CSDLUTXCDS1)
- Price - Carbon/Emery Telecom's Price, UT End Office (PRICUTMADS0)

Additions/deletions to the above-noted POIs will be mutually agreed in writing by the Parties.

The meet point locations ("Meet Point Locations") are where Emery facilities meet the facilities of another local exchange carrier or other transport provider used by the Parties for exchanging traffic under this Agreement. The Meet Point Locations shall be as specified in National Exchange Carrier Association Tariff No. 4 from time to time and are currently located as follows:

- Emery Telephone—7837V 6834H
- Carbon/Emery Telcom, Inc. and Hanksville Telcom, Inc. – 7771V 6846H