

**WIRELESS INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT**

**By and Between**

**T-MOBILE USA, INC.**

**and**

**BEEHIVE TELEPHONE COMPANY, INC.**

**In the State of**

**Utah**

## WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date"), by and between Beehive Telephone Company, Inc. ("BEEHIVE"), and T-Mobile USA, Inc. ("T-MOBILE"). BEEHIVE and T-MOBILE are referred to individually as "Party" and together as "Parties" to this Agreement.

WHEREAS, BEEHIVE is an Incumbent Local Exchange Carrier (ILEC) in the State of Utah;

WHEREAS, T-MOBILE is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service Provider;

WHEREAS, the Parties desire to establish arrangements between one another for the exchange of telecommunications traffic between their respective networks for the benefit of the Parties and their customers.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996.

WHEREAS, BEEHIVE's entry into this Agreement does not waive its right to maintain that it is a rural telephone company exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Parties agree that their entry into this Agreement is without prejudice to and does not waive 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 related to the same types of arrangements covered in this Agreement, and;

NOW, THEREFORE, in consideration of the foregoing and the undertakings contained herein, BEEHIVE and T-MOBILE agree as follows:

This Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of T-MOBILE and BEEHIVE or (b) the Parties agree to indirectly interconnect their networks via the network of a Third Party Provider for the mutual exchange of traffic between the Parties' networks.

Except as otherwise expressly provided for herein, this Agreement does not obligate either Party to provide arrangements or transport or terminate traffic not specifically provided for herein. Except as otherwise expressly provided for herein, this Agreement has no effect on the definition of End User services that either Party offers to its End User Customers, the services either Party chooses to offer to its respective End User Customers, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective End User Customers.

### 1.0 Definitions

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be

construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

- 1.1 “Act” means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended and the Telecommunications Act of 1996.
- 1.2 “Cell Site” means the location of radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless End User.
- 1.3 “Commercial Mobile Radio Service” or “CMRS” is defined in 47 C.F.R. Part 20.
- 1.4 “Commission” means the Public Service Commission of Utah.
- 1.5 “Conversation Time” means the time (in full second increments) that both Parties’ equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.
- 1.6 “Direct Connection” means either a one-way or two-way connection between a BEEHIVE end office and a T-MOBILE mobile switching center (MCS) or cell site. The connection must be physically located in a BEEHIVE rate center.
- 1.7 “End Office” means a local BEEHIVE switching point where BEEHIVE customer station loops are terminated for purposes of interconnection to each other and to the network.
- 1.8 “End User” means, whether or not capitalized, any business, residential or governmental Customer of services provided by a Party, and includes the term “Customer”. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.
- 1.9 “Expanded Local Calling service” means a flat-rated, two-way toll-free local calling service provided by an ILEC to telephone service End Users.
- 1.10 “Extended Area Service” or “EAS” is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that non-optional two-way local calling is available. The terms EAS and EAS Exchanges are as defined and specified in BEEHIVE’s then-current Local Exchange Services Tariff.
- 1.11 “FCC” means the Federal Communications Commission.
- 1.12 “Incumbent Local Exchange Carrier or Incumbent LEC” has the meaning given the term in the Act.
- 1.12 “Indirectly Connected” refers to a network arrangement in which the networks of the Parties are connected through a Third Party Provider’s facilities.
- 1.14 “Indirect Traffic” means non-ISP traffic, which is originated by one Party and terminated to the other Party in which a third party provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.

- 1.15 “Interconnection” refers to the physical link of BEEHIVE’s and T-MOBILE’s networks for the exchange of Local Traffic described in this Agreement.
- 1.16 “Interexchange Carrier or IXC” means a third party common carrier that provides or carries, directly or indirectly InterLATA or IntraLATA toll traffic. For purposes of this Agreement, BEEHIVE and T-MOBILE shall not be considered Interexchange Carriers.
- 1.17 “InterLATA Service” means telecommunications between a point located within a Local Access and Transport Area and a point located outside such area.
- 1.18 “InterMTA Traffic” means all calls that either originate outside and terminate inside the MTA or originate inside and terminate outside the MTA. InterMTA Traffic is either originated by a T-MOBILE Customer outside the MTA where the call terminates to a BEEHIVE Customer, or it is originated by a BEEHIVE Customer and terminates to a T-MOBILE Customer outside the MTA.
- 1.19 “IntraLATA Toll Traffic” means those intraLATA station calls that are not defined as Local Traffic in this Agreement.
- 1.20 “Local Access and Transport Area” or “LATA” is as defined in the Act.
- 1.21 “Local Service Area” means, for T-MOBILE, Major Trading Area (“MTA”) Number 36, and for BEEHIVE, its local calling area contained in BEEHIVE’s then-current Local Exchange Services Tariff.
- 1.22 “Local Exchange Carrier or LEC” - Local Exchange Carrier has the meaning given the term in the Act.
- 1.23 “Local Traffic” is defined for all purposes under this Agreement as traffic that is originated by a customer of one Party on that Party’s network and terminates to a customer of the other Party on the other Party’s network within the same Major Trading Area (MTA). For purposes of determining originating and terminating points, the originating or terminating point for BEEHIVE shall be the end office serving the calling or called party, and for T-MOBILE shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- 1.24 “Major Trading Area” (“MTA”) refers to the largest FCC-authorized wireless license territory which serves as the definition for the local service area for CMRS traffic that is covered by this Agreement for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).
- 1.25 “Mobile Switching Center” or “MSC” means T-MOBILE’s facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its End Users and other telecommunications carriers.
- 1.26 “Party” means either T-MOBILE or BEEHIVE, and “Parties” means T-MOBILE and BEEHIVE.
- 1.27 “Point of Interconnection” or “POI” means a physical location where BEEHIVE and T-MOBILE interconnect their respective networks thereby establishing the technical interface and points for operational division of responsibility.

- 1.28 “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.
- 1.29 “Reciprocal Compensation” means an arrangement between two Parties in which each receives compensation from the other Party for the Transport and Termination on each Party’s network of Local Traffic, as that term is defined in Section 1.23 above, that originates on the network facilities of the other Party.
- 1.30 “Tandem” means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers.
- 1.31 “Telecommunications” has the meaning given in the Act.
- 1.32 “Telecommunications Carrier” has the meaning given in the Act.
- 1.33 “Termination” means the switching of Traffic at the terminating carrier’s end office switch, or equivalent facilities, and delivery of such traffic to the called party.
- 1.34 “Third Party Provider” shall mean any facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers that carry transiting traffic. The term shall not mean resellers of a LEC’s local exchange services or resellers of a T-MOBILE service.
- 1.35 “Traffic” means landline-to-mobile or mobile-to-landline calls between End Users of the Parties.
- 1.36 “Transiting Traffic” in this Agreement refers to Local Traffic that originates on one Party’s network, transits a Third Party Provider’s network, and terminates on the other Party’s network. Transiting Traffic is also that Traffic which would occur if Beehive transits T-MOBILE-originated calls to a 3<sup>rd</sup> Party CLEC or CMRS provider behind a Beehive tandem.
- 1.37 “Transport” is the transmission and any necessary tandem switching of local telecommunications traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the 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.
- 1.38 “Trunk Side” is the connection of a transmission path to the trunk (four-wire) side of either Party’s switching system.
- 1.39 “Type 1 Interconnection” refers to facilities that provide a trunk side connection (line side treatment) between a LEC’s End Office and a CMRS provider’s POI within that End Office boundary.
- 1.40 “Type 2A Interconnection” refers to facilities that provide a trunk-side connection between a BEEHIVE Tandem and a T-MOBILE POI within the wire center boundary of the BEEHIVE Tandem. Through this type of interconnection, T-MOBILE may connect to BEEHIVE’s end offices subtending BEEHIVE’s tandem switch to which the interconnection is made.

1.41 “Type 2B Interconnection” refers to facilities that provide a trunk side connection between a BEEHIVE End Office and a T-MOBILE POI within BEEHIVE’s End Office exchange boundary. Type 2B facilities provide T-MOBILE the capability to access only End Users served by that BEEHIVE End Office or remote switch hosted by that BEEHIVE End Office.

## 2.0 Scope

2.1 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of T-MOBILE and the ILEC network of BEEHIVE for purposes of exchanging Local Traffic, provided that the service provided by T-MOBILE to its customers is a two-way mobile service as defined in 47 U.S.C. §153(27). This Agreement does not cover one-way paging service traffic, if any is offered by T-MOBILE.

2.2 T-MOBILE represents that it is a CMRS provider of wireless telecommunications services to End Users in MTA Number 36. T-MOBILE’s NPA/NXXs are listed in Telcordia’s Local Exchange Routing Guide (“LERG”) for Operating Company Number(s) (“OCN”) 6529 in the State of Utah.

2.3 This Agreement is limited to BEEHIVE end user customers’ traffic for which BEEHIVE has tariff authority to carry. BEEHIVE’s NPA/NXXs are listed in the LERG under OCN 4611.

2.5 The Parties recognize that the Federal Communications Commission issued its Order on Remand and Report and Order on Intercarrier Compensation for ISP-bound Traffic in its Docket No. 96-98 on April 27, 2001, and that various parties have filed appeals of that Order. The Parties agree that ISP-bound traffic between them, if any, is presently *de minimus*. If a Party has reason to believe that enhanced service and Internet traffic is not *de minimus*, that Party may re-open negotiations to determine an appropriate method for identifying such traffic, and, so long as the FCC Order referred to above is final and outstanding, such traffic above a *de minimus* level shall be transported and terminated on a bill and keep basis. If BEEHIVE elects to invoke the rate cap for ISP-bound traffic established in the FCC’s Order on Remand and Report and Order on Intercarrier Compensation for ISP-bound Traffic in its Docket No. 96-98 with respect to any telecommunications carrier, BEEHIVE and T-MOBILE will begin exchanging all Local Traffic at the capped rate on the effective date of the implementation of the rate cap.

2.6 Each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c). Neither Party shall strip, alter, modify, add, delete, change, or incorrectly assign any such CPN for any traffic exchanged under this Agreement. To the extent that either Party identifies improper, incorrect, or fraudulent use of local exchange services (including but not limited to PRI, ISDN and/or smart trunks or to the extent either Party is able to identify stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

### 3.0 Interconnection of the Parties' Facilities

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the Transport and Termination of Telecommunications.

#### 3.1 Interconnection Facilities

3.1.1 T-MOBILE may establish trunk groups at a BEEHIVE intermediate tandem or one of its End Office switches using a Type 2A or 2B interface, respectively.

3.1.2 The Parties shall provide each other a nonbinding forecast of projected mobile-to-land or land-to-mobile usage for each point of interconnection (POI) when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. When both Parties agree to utilize two-way facilities, charges for the interconnection facility between Beehive's end office or tandem and the T-MOBILE POI within Beehive's exchange boundary will be shared by the Parties on a proportional usage basis as specified in Appendix A, Section 3.0 ("Shared Facility Factors"). Rates will be based on the entrance facility rate specified in Beehive Interstate Access Service Tariff.

The Parties may periodically review actual minutes transported on shared two-way facilities and modify percentages accordingly six (6) months from the Effective Date of this Agreement and every twelve (12) months thereafter.

3.1.3 When traffic levels require twenty-four (24) or more trunks to any BEEHIVE end office or tandem for three (3) consecutive months, the Parties may mutually agree to establish a direct trunk group between T-MOBILE and the connecting BEEHIVE end office or tandem within sixty to ninety (60-90) days or other reasonable and mutually agreed-upon timeframe. When direct trunk groups are established between T-MOBILE and a BEEHIVE end office, the Parties will directly route all local traffic through the direct trunk group.

#### 3.2 Indirect Interconnection

Indirect interconnection describes traffic that is originated by an End User on the network of one Party, delivered via a third party Tandem and terminated on the network of the other Party. The terminating Party shall be entitled to charge the originating Party the rate as set forth in Appendix A, Section 1.0.

#### 3.3 Facility Locations

##### 3.3.1 Technical Feasibility

T-MOBILE may interconnect with BEEHIVE's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix B ("Carrier Interconnection Data") constitute the current technically feasible points of interconnection for T-MOBILE to deliver traffic to BEEHIVE for transport and termination by BEEHIVE on its network.

### 3.3.2 ILEC Requirement

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by BEEHIVE in those areas where BEEHIVE is not the ILEC.

## 3.4 Transport Methods Available to T-MOBILE

3.4.1 T-MOBILE may provide its own transport and facilities for the delivery of traffic from its MSC (or other mutually agreed upon point on T-MOBILE's network) to the POI within Beehive's exchange boundary. Alternatively, T-MOBILE may purchase an entrance facility and transport from a Third Party Provider or from Beehive for the transport of such traffic. Rates for entrance facilities and transport purchased from Beehive are specified in Beehive's Interstate Access Service Tariff.

## 3.5 Technical Requirements and Standards

3.5.1 Each Party will provide the services in this Agreement to the other Party at standards equal in quality and performance to those which the Party provides itself and others.

3.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise provided, neither Party shall modify its network to the extent such modification will disrupt or degrade the other Party's use of the network. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

## 4.0 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of wireless Traffic.

### 4.1 Mobile-to-Land Traffic – Directly Interconnected

4.1.1 T-MOBILE shall be responsible for the delivery of Traffic from its Network to the appropriate POI on BEEHIVE's network within BEEHIVE's exchange area boundaries for the Transport and Termination of such traffic by BEEHIVE to one of its End Users. Unless otherwise negotiated, the POI shall be located at a BEEHIVE end office.

4.1.2 If T-MOBILE chooses to use BEEHIVE's services or facilities, not otherwise covered under this Agreement, appropriate tariff rates will apply, as adjusted by the facilities factor set out in Section 3.0 of Appendix A to this Agreement.

#### 4.2 Land-to-Mobile Traffic – Directly Interconnected

4.2.1 BEEHIVE shall be responsible for the delivery of traffic from its End Users connected to its network to the appropriate Point of Interconnection (within the exchange boundary providing Type 2A or 2B Interconnection) on T-MOBILE's network for the Transport and Termination of such traffic by T-MOBILE to one of its End Users.

4.2.2 If T-MOBILE establishes a POI within the exchange area boundary of BEEHIVE's serving area, BEEHIVE shall deliver end-office-originated intraMTA Traffic to T-MOBILE's POI on direct trunking ordered by T-MOBILE.

#### 4.3 Mobile-to-Land and Land-to-Mobile Traffic - Indirectly Connected

Either Party may choose to deliver traffic from its network through a Third Party Provider and thus be Indirectly Connected with the other Party for the delivery of Local Traffic originated on its network. The originating Party is responsible for payment of any Third Party Provider transit charges.

#### 4.4 Local Traffic Routing

4.4.1 For numbers assigned to T-MOBILE that have a rate center associated with the BEEHIVE local service area, identified in Appendix B, including any Extended Area Service (EAS) or Expanded Local Calling (ELC), BEEHIVE will route all local originating traffic to T-MOBILE utilizing local end user dialing patterns. Nothing in this agreement shall change the local calling scope of BEEHIVE's end users; a toll call based on BEEHIVE's Local Exchange Tariff shall remain a toll call.

4.4.2 When a direct connection does not exist between BEEHIVE and T-MOBILE, BEEHIVE is not responsible if a third party carrier cannot terminate a BEEHIVE-originated call routed over an EAS or ELC trunk group between BEEHIVE and a third party. T-MOBILE shall negotiate the appropriate network interconnection with the third party carrier to ensure call completion.

4.4.3 All Local Traffic exchanged between BEEHIVE and T-MOBILE will be subject to the rates set forth in Appendix A, 1.0 of this Agreement.

### 5. Reciprocal Compensation

5.1 Rates - T-MOBILE and BEEHIVE shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic at rates specified in Appendix A, 1.0. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement.

5.2 Exclusions - Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

- 5.2.1 InterMTA Traffic;
- 5.2.2 Transiting Traffic;
- 5.2.3 non-CMRS traffic
- 5.2.4 paging traffic
- 5.2.5 ISP traffic
- 5.3 Conversation Time – For purposes of billing compensation, billed minutes will be based upon Conversation Time, which will be determined (a) from actual usage recordings by the Parties, or (b) records of terminating traffic provided by the Third Party Provider.
- 5.4 Measuring calls as Local Traffic
  - 5.4.1 In order to measure for purposes of calculating Reciprocal Compensation, the Parties agree as follows: For BEEHIVE, the origination or termination point of a call shall be BEEHIVE's end office which serves, respectively, the calling or called End User. For T-MOBILE, the origination or termination point of a call shall be the cell site location which serves, respectively, the calling or called End User.
  - 5.4.2 Each Party intends to utilize measured traffic for the purposes of (a) determining Reciprocal Compensation and (b) apportioning shared facilities charges. Where either Party or both Parties are unable to measure traffic, the Parties agree to use the most recent default percentages during the period the data is unavailable for the application of charges pursuant to this Agreement. A non-measuring Party may choose to submit invoices for Reciprocal Compensation based on the measuring Party's representations of Local Traffic originated by the measuring Party. In either event, either Party may request to revise the default percentages no more than once every six (6) months thereafter, based on the previous six (6) months average of actual usage. At the written request of either Party to revise the default percentages for reciprocal compensation, the default percentages will be adjusted based on the Parties' respective percentages of Local Traffic subject to reciprocal compensation. At the written request of either Party to revise the default percentages for shared facilities, the default percentages will be adjusted based on the Parties' respective percentages of all IntraMTA Traffic exchanged by the Parties. Any adjustments to the default percentages that is agreed upon by the Parties or otherwise resolved pursuant to Section 12 (Dispute Resolution), will be effective the next billing cycle thirty (30) days after the receipt of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section 12.

## 6.0 Additional Compensation

- 6.1 InterMTA Traffic: The Parties agree that traffic rated and recorded as Local Traffic may originate or terminate in another MTA and is, therefore, Non-Local Traffic and subject to switched access rates as set forth in BEEHIVE's intrastate switched access tariff. BEEHIVE shall calculate and bill interMTA charges as follows: Total monthly Local Traffic minutes of use will be multiplied by the InterMTA Traffic Factor set forth in Appendix A, paragraph 6.0, to determine InterMTA minutes of use. InterMTA charges

are then computed as the product of the InterMTA minutes-of-use determined above and BEEHIVE's Intrastate switched access rate. BEEHIVE shall use the number of InterMTA minutes of use to reduce the number of mobile-to-land Local Traffic minutes of use prior to billing.

6.2 InterMTA Traffic Factor: An initial InterMTA Traffic Factor as set forth in Appendix A shall represent the estimate of traffic exchanged between the Parties' End Users that either originates outside and terminates inside the MTA or originates inside and terminate outside the MTA. This factor may be adjusted six (6) months after the Effective Date, based upon development and presentation of a traffic study analysis using a mutually agreed upon methodology that provides a reasonable measurement of terminated InterMTA Traffic.

6.3 Transiting Traffic: T-MOBILE-originated calls which are transited via Beehive's tandem to a third party will be subject to the Transiting Traffic rate set forth in Appendix A. Should any third party carrier opt to be located behind the Beehive Tandem during the term of this Agreement, Beehive will so notify T-MOBILE in writing prior to the assessment of any transiting fees.

## 7.0 Transmission and Routing of Other Types of Traffic

The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic and that if such service is requested by T-MOBILE that the Parties will negotiate a separate agreement for such traffic.

## 8.0 Responsibilities of the Parties:

### 8.1 Verification Reviews

8.1.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the other Party. Upon reasonable written notice, either Party or its authorized representative shall have the right to conduct a review and verification of the other Party's data to give assurances of compliance with the provisions of this Agreement. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by the Party as related to settlement charges or payments made in connection with this Agreement. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

8.1.2 Either Party's right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of the Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

8.1.3 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

8.2 Billing

8.2.1 The Parties shall issue bills to each other based on actual usage recordings where technically possible. For arrangements involving a Third Party Provider, the Parties shall issue a bill based on the best information available to the billing Party including, but not limited to, records of terminating traffic recorded by the billing Party or available Third Party Provider usage reports of traffic transiting the Third Party Provider network. To the extent that either Party does not have measuring capabilities, the Parties agree to use traffic factor percentages as specified in Appendix A. Either Party can request a traffic study not more than every six (6) months.

Invoices should be sent to:

T-MOBILE	BEEHIVE
<u>OCN 6529</u>  T-Mobile USA, Inc. ATTN: Carrier Management 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006 (425) 383-2340 (f)	<u>OCN 4611</u>  Beehive Telephone Company, Inc. Attn: John Brewer 2000 E. Sunset rd. Lake Point, Utah 84074 435-837-6000

8.2.2 When a Third Party Provider indirect connected arrangement is used by either Party to deliver traffic to the other Party, and if the originating Party is unable to provide billing records of the calls that it originates to the terminating Party, or if the billing records it provides are incomplete and/or do not provide sufficient information to bill for calls originated by the originating Party, the terminating Party may use its terminating records or usage reports and/or records (such as a Cellular Transiting Usage Summary Report) generated by a Third Party Provider whose network is used to indirectly connect the traffic as the basis for billing the originating Party.

8.2.3 The Parties shall pay each other for all charges in accordance with the rates set forth in Section 5.1 of this agreement. Such payments are to be received within forty-five (45) days from the date of the billing statement. The Parties shall pay a late charge on any undisputed charges, which are not paid within the forty-five (45)-day period. The rate of the late charge shall be the lesser of one percent (1%) per month or the maximum amount allowed by law.

8.2.4 If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing 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. The Parties shall diligently work toward resolution of all billing issues.

- 8.2.5 All charges for services provided pursuant to this Agreement shall be billed within one (1) year from the time the service was provided. Charges for services provided pursuant to this Agreement which are not billed within one (1) year from the time the service was provided shall be deemed to be waived by the billing party.

### 8.3 Network Maintenance and Management for Direct Interconnection

- 8.3.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

- 8.3.2 The Parties shall provide a twenty-four (24)-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate notifications for planned mass calling events.

#### 8.3.2.1 24-Hour Network Management Contact:

BEEHIVE:	(435) 837-6000 (v)
	(435) 837-6109 (f)
T-MOBILE:	(888) 662-4662 (v)

- 8.3.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's End Users. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

- 8.3.4 Use of T-MOBILE's facilities, or that of a third party in conjunction with any of BEEHIVE's facilities, shall not materially interfere with or impair service over any facilities of BEEHIVE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, the Party whose facilities are being used may discontinue or refuse service to the other Party if the Party using the facilities violates this provision; provided, that such termination of service will be limited to the facilities being used that is subject of the violation.

- 8.3.5 Maintenance of Service Charge - When one Party reports trouble to the other Party for clearance and no trouble is found in the second Party's network, the reporting Party shall be responsible for payment of a Maintenance of Service Charge for the period of time when the second Party's personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in the second Party's network, the reporting Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

- 8.3.6 If a Party reports trouble to the other Party for clearance and the other Party's personnel are not allowed access to the reporting Party's premises, the

Maintenance of Service Charge will apply for the time that the non-reporting Party's personnel are dispatched; provided that the Party's have arranged a specific time for the service visit.

- 8.4 Access to Numbering Resources - T-MOBILE shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers.

## 9.0 Liability and Indemnification

- 9.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.

- 9.2 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

- 9.3 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:

9.3.1 any Claim for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party's or its Customer's use.

9.3.2 any claims, demands or suits that asserts any claim for libel, slander, infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. The foregoing includes any Claims or losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.

9.3.3 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall

also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.

- 9.4 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to either Party's intellectual property or contract rights.
- 9.5 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection trunks or other property, or due to malfunction of any functions, products, services or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.
- 9.6 Indemnification Procedures
- 9.6.1 Whenever a claim shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 9.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 9.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 9.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 9.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 9.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 9.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 9.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 9.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 9.
- 9.7 Apportionment of Fault. Except for losses alleged or claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any loss alleged or claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 9.7.1 The Parties are not liable for any act or omission of Third Party Providers.
- 9.7.2 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 9.8 No Consequential Damages
- Neither BEEHIVE nor T-MOBILE shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party

(including, without limitation, damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this section will limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence) or (ii) bodily injury, death, or damage to tangible real or tangible personal property to the extent proximately caused by BEEHIVE's or T-MOBILE's negligent act or omission or that of their respective agents, subcontractors or employees, nor will anything contained in this section limit the Parties' indemnification obligations, as specified herein.

#### 9.9 Releases

In resolution of the Parties rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement.

### 10.0 Confidentiality and Proprietary Information

10.1 For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will not be deemed Confidential Information to the Discloser and subject to this Section 10, unless the confidentiality of the information is confirmed in writing by the Discloser prior to disclosure. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section.

10.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

10.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

- 10.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its discloser; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 10.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer-specific information lawfully obtained from End Users or sources other than the Discloser.
- 10.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 10.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue or the disclosure of any Confidential Information.
- 10.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
- 11.0 Publicity
- 11.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 11.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.
- 12.0 Dispute Resolution
- 12.1 Finality of Disputes – Except as provided in 8.2 (Billing), no claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of

occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

12.2 Alternative to Litigation - The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as a remedy with respect to any controversy arising out of or relating to this Agreement or its breach.

12.2.1 A Party shall initially seek direct negotiation with the other Party to resolve any disputes. If the Parties fail to resolve the dispute within sixty (60) days after a request for direct negotiation, the Parties may then seek relief through a court or administrative agency of competent jurisdiction.

12.2.2 Costs - Each Party shall bear its own costs of these procedures.

12.2.3 Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section, unless authorized by court order or the Commission.

### 13.0 Intervening Law

13.1 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders or guidelines, either Party may seek arbitration before any regulatory authority with jurisdiction.

13.2 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

### 14.0 Miscellaneous Provisions

14.1 This Agreement shall be effective as of the Effective Date upon execution between the undersigned Parties, and subject to subsequent approval by the Commission. The Parties shall work cooperatively and take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement pursuant to the provisions of 47 U.S.C. 252. Each Party shall be responsible for its own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

#### 14.2 Term and Termination

14.2.1 This Agreement shall remain in effect for one (1) year from the date both Parties have executed the Agreement. The Agreement shall automatically renew for additional six (6) month terms, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term.

- 14.2.2 Upon termination or expiration of this agreement in accordance with this Section:
- 14.2.2.1 Each Party shall continue to comply with its obligations set forth in Section 10.0 Confidentiality and Proprietary Information.
- 14.2.2.2 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and upon termination or expiration of this Agreement, each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement or place disputed amounts into an escrow account.
- 14.2.2.3 Each Party's indemnification obligations shall survive.
- 14.2.3 If upon expiration or termination of this Agreement either Party requests the negotiation of a successor agreement 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. 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. The rates, term, and conditions applying during the interim period between the termination of this contract and the effective date of the successor contract shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement.
- 14.3 Binding Effect - This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 14.4 Assignment - Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, affiliate or subsidiary of that Party, or other entity under the common control of the Party's parent(s) for the continued provisioning of the telecommunications service under this Agreement.
- 14.5 Third Party Beneficiaries - This Agreement shall not provide any non-Party with any remedy, claim, cause of action or other right.
- 14.6 Force Majeure - Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of

non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

- 14.7 Disclaimer of Warranties – The Parties make no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services or facilities provided hereunder. Additionally, neither Party assumes any responsibility with regard to the correctness of data or information supplied by the other Party when this data or information is accessed and used by a third party.
- 14.8 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.
- 14.9 Waiver - The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.
- 14.10 Patents, Trademarks and Trade Names
- 14.10.1 With respect to claims of patent infringement made by third persons, the Parties shall defend, indemnify, protect, and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its End Users in connection with the Interconnection arrangements furnished under this Agreement.
- 14.10.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Interconnection Arrangements or services furnished under this Agreement.
- 14.10.3 Nothing in this Agreement will 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, absent prior written consent of the other Party.
- 14.11 Relationship of the Parties
- 14.11.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third party beneficiary rights hereunder.
- 14.11.2 Except for provisions 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 14.11.3 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.

- 14.11.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 14.11.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 14.12 Services - Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 14.13 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 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 as reflected in the facsimile confirmation sheet. 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.

For T-Mobile: T-Mobile USA, Inc.  
12920 Southeast 38<sup>th</sup> Street  
Bellevue, WA 98006  
ATTN: Carrier Management

With a copy to: T-Mobile USA, Inc.  
12920 Southeast 38<sup>th</sup> Street  
Bellevue, WA 98006  
ATTN: General Counsel

For BEEHIVE:                      Beehive Telephone Company, Inc.  
   John D. Brewer  
   2000 Sunset Rd.  
   Lake Point, Utah 84074  
   435-837-6000

- 14.14 Expenses - Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 14.15 Headings - The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.
- 14.16 Governing Law - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Utah, without reference to conflict of laws provision, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern.
- 14.17 Multiple Counterparts - This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- 14.18 Complete Terms - This Agreement together with its appendices constitutes the entire agreement regarding the exchange and compensation for Local Traffic between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.
- 14.19 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 and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 14.20 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.
- 14.21 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

**Beehive Telephone Company, Inc.**

**T-Mobile USA, Inc.**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

NAME: John Brewer  
\_\_\_\_\_  
(Printed)

NAME: \_\_\_\_\_  
\_\_\_\_\_  
(Printed)

TITLE: Assistant General Manager  
\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

1.0 Reciprocal compensation rates for transport and termination of indirect or direct traffic shall be as follows (per Conversation MOU):

\$0.011

2.0 To the extent T-MOBILE requires facilities referenced in *Section 3.1 Interconnection Facilities*, such facilities will be made available and the rates will be those set forth in BEEHIVE's applicable intrastate tariff.

3.0 Shared Facility Factors (Section 4.1.2)

T-MOBILE (Mobile-to-Land)	70%
BEEHIVE (Land-to-Mobile)	30%

4.0 When only one of the Parties is able to measure the actual amount of traffic terminating on its network, the Parties agree to assume the following traffic split percentage to calculate the non-recorded usage for the applicable OCNs (Section 5.4.2):

Mobile-to-Land	70%
Land-to-Mobile	30%

5.0 InterMTA Traffic Factor: 0%

6.0 Transiting Traffic charge, per MOU: \$0.0080843

## APPENDIX B

## CARRIER INTERCONNECTION DATA

Beehive Telephone Company, Inc.

<b>Rate Center</b>	<b>Exchange Name</b>	<b>CLLI</b>	<b>Host or Tandem</b>	<b>Local Calling Area, EAS &amp; ELC Exchange(s)<sup>1</sup></b>
Lake Point	Lake Point	LKPTUTBH00T	LKPTUTBH00T	Intermediate tandem
Ibapah	Ibapah	IBPHUTXCDSO	LKPTUTBH00T	Local: Ibapah, Wendover EAS: n/a
Wendover	Wendover	WNDVUTXCDSO	WNDVUTXC01T	Local: Wendover, Ibapah EAS: n/a
Caineville	Caineville	CIVLUTXCDSO	LKPTUTBH00T	Local: Caineville EAS: n/a
Dangling Rope	Dangling Rope	DNRPUTXC661	LKPTUTBH00T	Local: Dangling Rope EAS: n/a
Cedar City	Cedar Highlands	CDCYUT08DSO	WNDVUTXC01T	Local: Cedar Highlands EAS: Cedar City
Rush Valley	Rush Valley	RSVYUTXCDSO	LKPTUTBH00T	Local: Rush Valley, Vernon EAS: Tooele, Grantsville, Dugway
Vernon	Vernon	VERNUTXCDSO	LKPTUTBH00T	Local: Rush Valley, Vernon EAS: Tooele, Grantsville, Dugway
Partoun	Partoun	PRTNUTXCDSO	LKPTUTBH00T	Local: Partoun
Kolob	Kolob	KOLBUTXCDSO	WNDVUTXC01T	Local: Kolob
Grouse Creek	Grouse Creek	GRCKUTXCDSO	LKPTUTBH00T	Local: Grouse Creek
Ticaboo	Ticaboo	TICBUTXCDSO	LKPTUTBH00T	Local: Ticaboo
Garrison	Garrison	GRSNUTXCDSO	LKPTUTBH00T	Local: Garrison
Park Valley	Park Valley	PKVYUTXCDSO	LKPTUTBH00T	Local: Park Valley

<sup>1</sup> Calling scopes are dependent on type of interconnection orders as defined in Section 3.1