

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.

This Interconnection Agreement (“Agreement”) is made effective as of the 14th day of May, 2005 by and between Eagle Telephone System, Inc. (“Eagle”), an Oregon corporation with offices at Richland, OR and Snake River PCS an Oregon corporation with office at Richland, OR (“Snake River”). Eagle and Snake River may be referred to herein singularly as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Eagle Telephone System, Inc. is an incumbent local exchange carrier (“Eagle”) and Snake River PCS is a competitive local exchange carrier (“CLEC”) and both Parties are authorized by the Oregon Public Utilities Commission (“Commission”) to provide telecommunications services in the state of Oregon; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law; and

WHEREAS, Snake River PCS may want to utilize the network of one or more third party LECs that connect to the LEC network of RLEC as a means for the exchange of traffic as defined in this Agreement; and

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;

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act.

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of the Agreement
 - 1.1. This Agreement shall be effective as set forth above and have an initial term of one year. Unless renegotiated pursuant to this Section 1 herein, this Agreement shall automatically renew for successive one (1) year periods.

- 1.2. Either Party may seek to negotiate a new agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. Provided the Parties are pursuing negotiation, mediation, or arbitration of a new Agreement, this agreement shall continue in full force and effect until such new Agreement is effective.

2. Definitions:

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Act, as used in this Agreement, means the Communications Act of 1934(47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (“FCC”) or the Commission.
- 2.2. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party for terminating Local Traffic subject to this Agreement.
- 2.3. “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.
- 2.4. “Commercial Mobile Radio Service” or “CMRS” has the meaning given to the term in the Act.
- 2.5. Commission means the Oregon Public Utilities Commission.
- 2.6. “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.
- 2.7. Customer, End User or End User customers means the residence or business subscriber that is the ultimate user of telecommunications services provided by either of the Parties or by a third party telecommunications carrier that is a Local Exchange Carrier providing local exchange service.
- 2.8. DS1 is a digital signal rate of 1.544 Megabits per second (“Mbps”).
- 2.9. DS3 is a digital signal rate of 44.736 Mbps.
- 2.10. “End Office” means a Generic switching point where Generic customer station loops are terminated for purposes of interconnection to each other and to the network.

- 2.11. “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.
- 2.12. Extended Area Service (“EAS”) is a service arrangement whereby End Users that obtain Local Exchange Service in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users that obtain Local Exchange Service in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 2.13. EAS Traffic means two-way traffic that falls within the definition of “EAS” that is exchanged between the Parties.
- 2.14. “FCC” means the Federal Communications Commission.
- 2.15. “Host Switch” means a high-capacity switching system that provides, via interoffice trunks, control functions and services to one or more distant, lower capacity switches (remote switches).
- 2.16. Interconnection in this Agreement is as defined in the Act.
- 2.17. Interconnection Facility is the dedicated transport facility used to connect the Parties networks.
- 2.18. Intra-LATA Toll Traffic is as defined in the Act.
- 2.19. “Inter-exchange Carrier” or “IXC” means a telecommunications carrier that provides toll telephone service, as the latter term is defined in the Act.
- 2.20. “InterMTA traffic” means all calls, which originate in one MTA and terminate in another MTA.
- 2.21. Internet Service Provider (ISP) Bound traffic means traffic delivered to a provider of Internet Services and which, pursuant to applicable commission decisions, rules, and law is appropriately rated as a local call, subject to the FCC’s Order on remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68.
- 2.22. Local Access and Transport Area (“LATA”) has the same meaning as that contained in the Act.

- 2.23. Local Exchange Service means the provision of telephone exchange traffic or exchange access that originates and terminates within the local calling area boundary as established and defined by the Commission.
- 2.24. Local Traffic means two-way traffic that falls within the definition of “Local Exchange service: that is exchanged between the Parties and for purposes of this agreement includes EAS traffic.
- 2.25. “Mobile Switching Center” or “MSC” means a Western Wireless’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.
- 2.26. “Major Trading Area” or “MTA” has the meaning given to the term in 47 CFR Section 24.202(A).
- 2.27. “NXX”, “NXX Code”, “Central Office Code”, or “CO Code” is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the North American Numbering Plan (NANP). Each NXX Code contains 10,000 telephone numbers.
- 2.28. “Party” means either Eagle Telephone System, Inc. or Snake River PCS, and “Parties” means Eagle Telephone System, Inc. and Snake River PCS.
- 2.29. Percent Local Usage of PLU is a calculation which represents the ratio of the EAS/Local minutes to the sum of EAS/Local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks.
- 2.30. Point of Interconnection (POI) means the physical location(s) at which the Parties’ networks meet for the purpose of exchanging Local Traffic.
- 2.31. “Remote Switch” means a switching system located at a distance from its Host Switch.
- 2.32. “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’.
- 2.33. Telecommunications Services shall have the meaning set forth in 47 U.S.C. 153(46).
- 2.34. “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.

- 2.35. "Traffic" includes Local Traffic, InterMTA Traffic, and Transiting Traffic.
- 2.36. "Transport" means the transmission of traffic from the POI between the two Parties or from the interconnection point of the Third Party Provider and a Party to the Party's switch that directly serves the called party. In the case of a Type 2A connection Transport includes Tandem Switching.
- 2.37. "Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.
- 2.38. "Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another LEC switch to a Tandem Switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

3. Billing and Payments

The parties shall bill each other for all charges due on a monthly basis and all such charges, except those in dispute, shall be payable within thirty (30) days of the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.

4. Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

5. Limitation of Liability

- 5.1. Except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. The liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements

or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) or the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omission, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of actions, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.

- 5.2. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

6. Indemnification

- 6.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this

Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.

- 6.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (III) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation. The indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.
- 6.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense or the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

7. 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, wars, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest, including with limitation, strikes, slowdowns, picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the

delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

8. Nondisclosure of Proprietary Information

- 8.1. The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information (“CPNI”) as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, “Confidential Information”). Confidential Information shall include (i) all information delivered in written form and marked “confidential” or “proprietary” or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party’s (as hereinafter defined) usage of the Recipient’s network. The confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.
- 8.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly know or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to who the Disclosing Party’s Confidential information has not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that recipient undertakes all reasonable

lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 8.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

9. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, facsimile (fax) transmission, overnight courier or pre-paid first class mail certified U.S. mail, return receipt requested, and shall be effective when received and properly addressed to:

For: Eagle Telephone System, Inc.:
Company Name: Eagle Telephone System, Inc.
Name of Person: Pat Lattin
Title: General Manager
Address: 109 Main Street, P.O. Box 178
City, State, Zip: Richland, OR 97870
Contact phone number: 541-893-6111
Fax: 541-893-6202
e-mail address: eagle@pinetel.com

For: Snake River PCS
Business Name: Snake River PCS
Name of Person: Pat Lattin
Title: Vice President
Address: P.O. Box 180
City, State, Zip: Richland, OR 97870
Contact phone number: 541-893-6115
Fax: 541-893-6903
e-mail address:

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

10. Severability

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the

portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

11. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) 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 ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

12. Dispute Resolution

Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms.

13. Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulation of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the FCC and the state of Oregon without regard to its conflicts of laws principles.

14. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this agreement and shall, consistent with Section 6 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

15. Survival

The Parties' obligations under this agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16. Publicity

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

17. Miscellaneous

17.1. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

17.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.

17.3. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

17.4. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

17.5. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

- 17.6. Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law.
- 17.7. No Third Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.

18. Interconnection

18.1. Points of Interconnection

18.1.1. Unless interconnecting with RLEC on an indirect basis subject to section 18.6 of this Part, Snake River PCS will establish a minimum of one POI within each LATA, at any technically feasible point of the RLEC's network.

18.1.1.1. Snake River PCS will be responsible for engineering and maintaining its network on its side of the POI and RLEC will be responsible for engineering and maintaining its network on its side of the POI.

18.1.1.2. Regardless of how such facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective End Users. Compensation for such facilities are subject to Section 18.5.

18.1.1.3. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, Eagle and Snake River will jointly provision the facilities that connect the two networks. Eagle will be the "controlling carrier" for purposes of this Agreement. Eagle will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.

- 18.1.1.4. If third party (i.e. Competitive Access Provider or “CAP”) leased facilities are used for interconnection, the POI will be defined as the RLEC end office or the RLEC’s exchange boundary where the third party’s leased circuit terminates.
- 18.1.2. Eagle and Snake River may utilize existing and new trunk and facilities procured in any capacity for the mutual exchange of combined traffic pursuant to the following:
 - 18.1.2.1. Eagle shall measure and accurately identify to Snake River PCS the traffic delivered on combined Trunks/Facilities as Local Traffic (wireline or wireless) or non-Local Traffic (wireline or wireless). The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction and the cost-sharing provisions as provided in Section 20 and Attachment I. Neither Party shall assess access charges to the other Party for termination of Local Traffic.
 - 18.1.2.2. Should Eagle not be able to measure and accurately identify such traffic, Snake River shall provide factors necessary to appropriately jurisdictionalize the traffic.
 - 18.1.2.3. Eagle may audit the development of Snake River PCS’s actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions, Section 4 of this Agreement.
- 18.2. Technical Requirements for Interconnection
 - 18.2.1. Interconnection to the Eagle Local Tandem Switch(es) will provide Snake River PCS local interconnection for local service purposes to the end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 18.2.2. Interconnection with Eagle’s end office switch will provide Snake River with local interconnection for Local Traffic to the 541-893 codes served by Eagle’s End Office and any 541-893’s served by remotes that subtend the End Office.
 - 18.2.3. Regardless of the type of interconnection with Snake River’s network, Eagle shall permit its End Users within a given Rate Center to dial the same number of digits to call a 541-893 NPA-NXX. Eagle shall

permit its End Users within a given Rate Center to dial the same number of digits to call a 541-893 in any Rate Center that would be required of the same End User to call a Snake River End User in the same Rate Center as the 541-893 NPA-NXX. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.

- 18.2.4. The Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties.
- 18.2.5. In order to track and monitor the traffic that is being exchanged the Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (“ISUP”) and Transaction Capability User Part (“TCAP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASSL features and functions. All CCs signaling parameters, including, but not limited to, the Jurisdictional Indicator Parameter (“JIP”) and the originating end user telephone number, will be provided by each Party in conjunction with all traffic it exchanges.

18.3 Local Interconnection Trunk Arrangement

- 18.3.1. Eagle shall not impose any restrictions on Snake River’s ability to combine Local Traffic, as defined in this Agreement, with intrastate intraLATA and inter LATA access traffic on the same (combined) trunk group.
- 18.3.2. To the extent Eagle does not currently combine its own intrastate intraLATA and interLATA access traffic with Local Traffic does not in any way inhibit or limit Snake River’s ability to combine such traffic.
- 18.3.3. Eagle will allow Local traffic to be transmitted over access facilities and reciprocal compensation charges shall apply. Eagle shall also allow access traffic to be transmitted over local interconnection facilities and access charges shall be applicable only to that portion of the traffic that is access traffic.

- 18.3.4. Eagle shall not impose any restrictions on Snake River's ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. To the extent Eagle does not currently combine its own InterLATA Toll, IntraLATA Toll, and/or Local Traffic; this should in no way inhibit Snake River's ability to combine such traffic.
- 18.3.5. Snake River intends to measure and accurately identify InterLATA, IntraLATA, and Local traffic on the combined trunk group.
- 18.3.6. When Snake River is not able to measure traffic, the Parties will make a reasonable effort to apportion the traffic among the various jurisdictions, or, in the alternative, Snake River shall provide a percentage of jurisdictional use factors that will be used to apportion traffic.
- 18.3.7. Eagle may audit the development of Snake River's actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions of this Agreement.
- 18.3.8. In instances where Snake River combines traffic as set forth in this Section 18.3, it shall not be precluded by Eagle in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, Eagle will preserve the compensation scheme for each jurisdiction of traffic that is combined. Snake River's failure to preserve this scheme and compensate Eagle accordingly would constitute a violation of this Agreement.

18.4 Interconnection Facility

- 18.4.1. An Interconnection Facility may be a one-way facility or a two-way facility as agreed to by the Parties. When two-way Interconnection Facilities are utilized, neither Party shall be financially responsible for that portion of the Interconnection Facility used to transmit the other Party's originating traffic.
- 18.4.2. As set forth in Section 18.1.2, neither Party shall be precluded from utilizing interconnection facilities as efficiently as possible and shall not be precluded from utilizing the facility to exchange different types of traffic, such as voice, N11, etc.
- 18.4.3. Snake River may provide one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Eagle and a third-party, lease of Eagle facilities, lease of third party facilities, or construction of its own facilities.

18.4.4. Interconnection Facilities used to exchange local traffic which are fully leased from Eagle for interconnection purposes must be provided to Snake River at TELRIC-based rates.

18.5 Shared Facilities Factor

18.5.1. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Local Traffic.

18.5.2. A state-wide shared facilities factor will be agreed to by the Parties that represents each Party's proportionate use of all direct 2-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current traffic study data, if requested in writing.

18.6 Indirect Traffic Interconnection

18.6.1. Until such time that traffic volumes warrant a direct interconnection, the Parties agree to exchange traffic indirectly through a third party providing local transit services.

18.6.2. Once the Indirect Traffic volume between Eagle and Snake end office consistently reaches a volume that economically warrants a direct interconnection Snake River will establish a direct interconnection with Eagle as set forth in Section 18.1.

18.6.3. Snake River may not deliver its originated traffic to Eagle via an IXC if Eagle has NXX codes rated with Eagle's local calling area, including mandatory EAS.

18.6.4. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

18.6.5. Each Party is responsible for the transport of originating calls from its network to the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.

19. Transit Traffic (only when RLEC has a Tandem)

19.1. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by Eagle or Snake River originated and/or terminated by the end user of one

Party and originated a/or terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.

- 19.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 19.3. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.
- 19.4. In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Section 19 and Attachment I.
- 19.5. The transiting Party will use reasonable effort to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The transiting Party agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third party CLEC, ILEC or CMRS provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

20. Intercarrier Compensation

20.1 Compensation for Local Traffic Transport and Termination

20.1.1. Unless the Parties agree to exchange traffic on a bill & keep basis, the transport and termination charges for Local Traffic shall be as follows:

- 20.1.1.1 Where Snake River establishes a POI at the Eagle Tandem Switch, Snake River shall pay a charge for tandem switching, common transport to the end office and end-office termination. For Snake River originated traffic terminating to Eagle, compensation paid by Snake to Eagle for transport and termination shall be symmetrical.

- 20.1.1.2 Where Snake River establishes a POI at the Eagle end office, Snake River shall pay Eagle end-office termination for Snake River originated calls. For Eagle-originated traffic terminating to Snake River, compensation paid by Snake to Eagle shall be symmetrical (at the same rates the Eagle charges Snake).
- 20.1.1.3 Where Snake River establishes a POI at the exchange boundary between Eagle and the tandem provider, Snake River shall pay Eagle common transport and end office termination for Snake River-originated calls. For Eagle-originated traffic terminating to Snake River, a compensation paid by Eagle to Snake River shall be symmetrical (at the same rates Eagle charges Snake River).
- 20.1.1.4. Where Snake River establishes indirect interconnection with Eagle via a third party transit provider for the exchange of local traffic, Snake River shall pay Eagle common transport and end office termination charges for Snake River- originated calls. For Eagle-originated traffic terminating to Snake River, compensation paid by Eagle to Snake River shall be symmetrical. In addition to these charges, both Parties agree to pay all transit charges associated with its originated traffic, subject to Section 18.6.

20.1.2 The rates to be charged for the exchange of Local traffic are set forth in Attachment I of this Agreement and shall be applied consistent with the provisions of Section 18 of this Agreement.

20.2 Compensation for Non-Local Traffic

Compensation for the termination of toll traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.

20.3 Percent Local Usage

20.3.1. Snake River will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Eagle may request Snake River's traffic study documentation of the PLU at any time to

verify the factor, and may compare the documentation to studies developed by Snake River. Should the documentation indicate that the factor should be changed by Snake River. The Parties agree that any changes will be prospective. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each part's access tariffs. Eagle will transmit calling party number (CPN) as required by FCC rules (47 D.F.R. 64.1601).

20.3.2. If the originating Party also chooses to combine Interstate and Intrastate Toll traffic on the same group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") factor.

20.3.3. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

21. Office Code Translations

21.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.

21.2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

21.3. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

21.4. For the purposes of information, Eagle's Local Access switch is the designated tandem from which the following subtending rate centers home: 2369, and 5014.

22. Local Number Portability (LNP)

- 22.1. Local Number Portability (“LNP”) provides an End User of local exchange telecommunications service the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.
- 22.2. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council (“NANC”). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party’s applicable tariff.
- 22.3. The Parties will mutually provide LNP services from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local carriers while retaining the telephone number or numbers associated with the account.
- 22.4. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party’s network and each Party shall, at the other Party’s request perform tests to validate the operation of the network.

23. Coordination of Transfer of Service

- 23.1. To service the public interest of customers, the Parties agree that, when a customer transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring customers are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 23.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.
- 23.3. Each Party is responsible for following FCC rules for obtaining customer authorization from each End User initiating transfer of service from one Party to the other Party.

23.4. Each Party will accept transfer of service requests from the other Party for one customer that includes multiple requests for transfers where the customer will retain one or more telephone numbers.

24. Master Street Address Guide (MSAG)

25.1. To the extent Eagle maintains a MSAG, Snake River shall provide Eagle with a file containing the MSAG for Snake River's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where Snake River is authorized to do business as a local exchange service provider and Eagle is the 911 service provider.

25.2. Snake River or its agent shall provide initial and ongoing updates of Snake River's customers 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: _____

By: _____

Signature

Signature

Pat Lattin
Typed or Printed Name

Pat Lattin
Typed or Printed Name

Manager
Title

Manager
Title

2/10/05
Date

2/10/05
Date

Attachment I

PRICING SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>
RECIPROCAL COMPENSATION	\$ TBD*
TANDEM SWITCHING	\$ TBD*
TRAFFIC TERMINATION	\$ TBD*
TRANSPORT	\$ TBD*
TRANSIT CHARGES	\$ TBD*

* To be determined at time of contract mirroring the NECA tariff rates and shall be amended as the NECA tariff rates are amended.