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P.O. Box 88
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April 28, 2009

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

CAM-T-09-01

Cambridge Telephone and Sprint Nextel, and Cambridge Telephone and AT&T agree on the rates and terms of the enclosed contracts. They are signed and agreed upon.

We would like to request a copy of the PUC's final order to forward to the carriers, as they have requested copies.

If you have any questions or need additional information, please contact Jerry Piper at 208-257-3314.

Sincerely,

Niki Barnett

CAM T-09-01

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IDAHO PUBLIC
UTILITIES COMMISSION

INTERCONNECTION AGREEMENT

BY AND BETWEEN

**CAMBRIDGE TELEPHONE COMPANY, INC.
(OCN 2215)**

AND

SPRINT SPECTRUM L.P.

FOR THE STATE OF IDAHO

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This Interconnection Agreement ("Agreement") is entered into by and between Cambridge Telephone Company. ("Cambridge") with corporate offices at 130 North Superior, Cambridge, Idaho 83610 and Sprint Spectrum L.P., a Delaware limited partnership, for itself and as agent WirelessCo, L.P. and SprintCOM, Inc. (collectively "Sprint"), with offices at 6200 Sprint Parkway, Overland Park, Kansas 66251 (each referred to as a "Party" and collectively as "Parties"). This Agreement shall be deemed effective as of February 20, 2009. (the "Effective Date").

Sprint provides commercial mobile radio service under licenses issued by the FCC.

Cambridge is a certified Incumbent Local Exchange Carrier in the state of Idaho.

The Parties wish to establish an interconnection agreement pursuant to 47 U.S.C. Section 251.

Sections 251 and 252 of the Communications Act of 1934, as amended, have specific requirements for interconnection and reciprocal compensation and the Parties intend that this Agreement meets these requirements.

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 respective networks, exchange traffic, and provide other services pursuant to the Act.

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

1 DEFINITIONS.

Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 15 1 et. seq.), as amended and interpreted in the rules and regulations of the FCC.
- 1.2 "Confidential Information" shall have the meaning ascribed in Section 16.
- 1.3 "End Office Switch" or "End Office" means the telephone company switch to which a telephone subscriber is connected and which actually delivers dial tone to that subscriber and also establishes line to line, line to trunk, and trunk to line connections.

- 1.4 "FCC" means the Federal Communications Commission.
- 1.5 "Interconnection" means the physical linking of two networks for the mutual exchange of Traffic. 47 C.F.R. § 51.5.
- 1.6 "Interconnection Facilities" means the facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Telecommunications Traffic between Cambridge's switch and the Sprint MSC. 17 U.S.C. § 20.3.
- 1.7 "Interconnection Point"("IP") means any technically feasible point of demarcation where the exchange of traffic between two carriers takes place.
- 1.8 "Interexchange Carrier" or "IXC" is a telephone company that provides, directly or indirectly, intraLATA or interLATA telecommunications services.
- 1.9 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term. 17 U.S.C. § 153 (26).
- 1.10 "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. 47 C.F.R. §24.202(a)
- 1.11 "Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the wireless network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence, also coordinates inter-cell and inter-system call hand-offs, and records all system traffic for analysis and billing.
- 1.12 "Reciprocal Compensation" means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Telecommunications Traffic that originates on the network facilities of the other carrier. 47 C.F.R. § 51.701(E).

- 1.13 "State Commission" refers to the state regulatory agency to which the state legislature has delegated authority to regulate LECs in the state in which this Agreement is filed.
- 1.14 "Tandem switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.
- 1.15 "Telecommunications Traffic" "for the purpose of this agreement is that traffic which originates and terminates within the same MTA. For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is subject to reciprocal compensation, the location of the Interconnection Point between the two carriers at the beginning of the call shall be used to determine the location of the mobile caller or called party.
- 1.16 "Termination" means the switching of Telecommunications Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's premises as referenced in 47 C.F.R. § 51.701 (d).
- 1.17 "Transport" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251 (b)(5) of the Act from the Interconnection Point between the Parties to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC as referenced in 47 C.F.R. § 51.701(c).

2 SCOPE.

- 2.1 This Agreement sets forth the rights and obligations of each Party to establish Interconnection, to enable the exchange of Telecommunications Traffic between the networks of both Parties, and any Reciprocal Compensation to be charged for the exchange of such traffic pursuant to Section 251 and 252 of the Act.
- 2.2 The scope of the traffic subject to this Agreement shall be limited to that Telecommunications Traffic that originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party.

3 TERM AND TERMINATION.

- 3.1 This Agreement is effective upon signature by both parties and has an initial term of one year and shall continue in force and effect thereafter, on a month to month basis, unless either Party upon (sixty) 60 days' written notice requests to re-negotiate or terminate the Agreement. Upon such notice, the Parties may mutually re-negotiate a successor agreement or terminate the Agreement pursuant to the conditions set forth in Section 3.4.
- 3.2 Notwithstanding Section 3.1, this Agreement shall be terminated in the event that:
- 3.2.1 the FCC revokes, cancels, does not renew or otherwise terminates Sprint's authorization to provide mobile services in the area served by Cambridge, or the State Commission revokes, cancels, or otherwise terminates Cambridge certification to provide local service; or
- 3.2.2 either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.
- 3.3 Either Party shall have the right to terminate this Agreement at any time upon written notice to the other Party in the event:
- 3.3.1 a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than ninety (90) days, and the Party does not pay such sums within ten (10) business days of the other Party's written demand for payment;
- 3.3.2 a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.
- 3.4 Prior to expiration or upon a notice to terminate this Agreement either Party may make written request that services continue to be provided pursuant to the terms of this Agreement during the negotiation of a new Agreement. Upon receipt of such notification, the same terms, conditions, and prices set forth in this Agreement will continue in effect, as were in effect immediately preceding the request until a successor agreement is

reached or for 160 days, whichever is shorter, unless mutually agreed otherwise by the Parties. Should either Party file for mediation or arbitration pursuant to the Act, the Agreement will remain in effect until replaced by a conforming agreement pursuant to the issuance of a final Order issued by the Commission

4 INTERCONNECTION.

This Agreement provides for the following interconnection and arrangements between the networks of Cambridge and Sprint. Routing of Telecommunications Traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1 Indirect Interconnection. The Parties may establish a default Interconnection Point at any appropriate tandem to which both Parties are connected, including any third-party Tandem Switch.

4.1.1 Each Party shall be responsible for the cost of providing facilities from its network to the Interconnection Point. Either Party may establish a different Interconnection Point for the traffic, provided that the new Interconnection Point does not increase the cost of transporting or terminating traffic for the other Party.

4.1.2 Telecommunications Traffic exchanged through a third party Tandem Switch is subject to this Agreement. Each Party is responsible for the costs of delivering its traffic to the other Party.

4.2 Direct Interconnection. Upon mutual agreement of the Parties direct trunking may be made available on a two-way basis. The Parties may, on a case by case basis, agree to implement one-way directionalized trunks, in which case, each Party shall be responsible to individually obtain and pay for such one-way direct interconnection facilities from that Party's network to the other Party's network.

4.2.1 The Parties shall mutually agree to establish the Interconnection Point at technically feasible and economically advantageous location.

4.2.2 Cambridge shall be responsible for engineering and maintaining its network on its side of the IP. Sprint shall be responsible for engineering and maintaining its network on its side of the IP.

4.2.3 Regardless of the method of direct connection agreed to, each Party shall construct, equip, maintain and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and

regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.

- 4.3 The Parties agree to comport with industry standard and state requirements regarding rating and routing of traffic. An NXX assigned to a Party that is associated with a rate center shall be included in any optional calling scope, or similar program to the same extent as any other NXX in the same rate center.
- 4.4 Each Party shall construct, equip, maintain and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.
- 4.5 SS7 Out of Band Signaling (CCS/SS7) will be the signaling of choice where technically feasible for both Parties. Use of third party SS7 trunks for connecting Sprint to Cambridge's SS7 systems is permitted and will meet generally accepted technical standards in the industry.
- 4.6 The Parties agree that they will work together to deploy number portability in accordance with the Act, FCC and State Commission mandates, industry standards, or any changes in law that occur subsequent to the Effective Date of this Agreement.

5 COMPENSATION,

- 5.1 Reciprocal Compensation. The reciprocal compensation for the exchange of Telecommunications Traffic will be as defined in Attachment 1.
- 5.2 Where a traffic study is performed by the Parties which documents that for three consecutive calendar months of mutual traffic exchange between the Parties after the Effective Date of this Agreement the total terminating to originating traffic for the entire three-month study period was balanced by a ratio of less than 55 percent terminating to 45 percent originating on the Cambridge network charges for Reciprocal Compensation will become bill and keep. Any traffic study shall be based on mutually agreeable measurement criteria and auditing standards, and shall not be performed more often than once every six months.
- 5.3 Interconnection Facilities
 - 5.3.1 Where the Cambridge provides the Interconnection Facilities and has not developed TELRIC-based rates, the charges shall be as

specified in Cambridge's applicable tariff for functionally equivalent elements reduced by 50%. The applicable recurring charges, if any, shall be further reduced by 50%, such that the costs of maintaining the facilities are equally shared. Cambridge shall submit a bill which reflects the cost reduction.

5.3.2 Where Interconnection Facilities used for two-way traffic are provisioned through a third party, the applicable charges for establishing, provisioning and maintaining the two-way trunk group shall be equally shared (i.e. each Party is responsible for 50% of the costs.). The ordering Party shall submit a bill to the other Party for the non-recurring and recurring charges which indicates the cost reduction.

5.4 Excessive Call Volume

The Parties agree that, notwithstanding anything contrary in this Agreement, if the actual usage data indicates that the Telecommunications Traffic terminated to one Party has experienced a significant increase (defined as a 60% increase in monthly traffic volume compared to the monthly traffic volume for the first month following execution of this Agreement) for two (2) consecutive months, the Party experiencing the increased obligation resulting from such increase may provide the other Party a written request to investigate the reasons for the significant increase and to provide a response to the requesting Party within thirty (30) days of receipt of the written request. If the reason for the significant increase is expected to continue, the Party requesting the investigation may provide the other Party a written request to renegotiate Section 5.1 and Attachment I of this Agreement. Upon a request from a Party to renegotiate, the reciprocal compensation will be limited to the average monthly usage for the three successive months prior to the first occurrence of the significant increase of traffic on a going forward basis until a successor agreement is reached between the Parties, either through voluntary negotiation or arbitration. Any change in reciprocal compensation rates as a result of such successor agreement may be trued up retroactively to the date of the written request to renegotiate.

5.5 The exchange of traffic between the Parties that is not Telecommunications Traffic as defined herein shall be accomplished using the existing toll telephone network.

6 BILLING AND PAYMENT.

- 6.1 The Parties shall bill each other as applicable, for compensation due under this Agreement on a monthly basis. All undisputed charges shall be paid within thirty (30) days after the initial bill was received.
- 6.2 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.
- 6.3 Backbilling for any compensation due under this Agreement shall be limited to 12 months from the time a service was rendered.
- 6.4 For purposes of this Agreement the Parties will utilize a net-billing arrangement using the initial Traffic Factor defined in Attachment I as the basis A for calculating the Reciprocal Compensation due. The Traffic Factor reflects the agreed upon balance of Mobile to Land ("M2L") and Land to Mobile ("L2M") Telecommunications Traffic. The Traffic Factor may be updated periodically upon request based upon the results of a verified traffic study, but no more frequently than once every six months. If the Parties are unable to reach agreement for modification of the Traffic Factor, either Party may request resolution of the dispute pursuant to Section 18 of this Agreement.
- 6.5 Cambridge will prepare a bill in accordance with the CABS / SECABS billing system and will reflect in its bill the total Sprint M2L minutes of use ("MOU") and net bill arrangement. Unless otherwise provided herein, Sprint will not send a monthly invoice to Cambridge for Reciprocal Compensation.
- 6.6 Cambridge will calculate and prepare its net bill by using the following formula:
 - (a) Sprint M2L MOUs terminated by Cambridge
 - (b) Divide the Sprint M2L MOUs in "(a)" by the M2L Traffic Factor to arrive at the Total Telecommunications Traffic exchanged between the Parties;
 - (c) Multiply the Total Telecommunications Traffic arrived at in "(b)" by the L2M Factor to obtain the Cambridge L2M MOU
 - (d) Subtract Cambridge L2M MOU arrived at in "(c)" from Sprint M2L MOU in "(a)" above to obtain Net MOUs.

(e) Multiply Net MOUs by the Reciprocal Compensation rate in Attachment I.

Example: 100,000 MOUs are determined to be mobile-to-land. 100,000 is divided by 65% to arrive at 153,846 MOUs total Telecommunications Traffic exchanged; 153,846 is multiplied by .35 to arrive at 53,846 Cambridge MOUs; Subtract 53,846 Cambridge MOU from 100,000 Sprint MOU to obtain 46,154 Net MOUs billed to Sprint.

- 6.7 Cambridge will reflect in the monthly billing the deduction of what Cambridge owes to Sprint. Based on the example above, Cambridge would show Sprint terminated 100,000 M2L MOUs. In the same invoice, Cambridge would reflect a credit for 53,846 MOUs and bill Sprint for the Net MOU of 46,154.
- 6.8 Should Sprint determine that a net billing arrangement is no longer desirable, it will provide Cambridge not less than sixty (60) days prior written notice when changing its election to use actual recorded MOU to bill Cambridge. In such event, Sprint will be then responsible for measuring the monthly Telecommunications Traffic, measured by actual minutes of use, terminating into its network from Cambridge's network and shall bill Cambridge on a going forward basis using the rate set forth in Attachment I.

7 IMPAIRMENT OF SERVICE.

- 7.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party that are connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair the service provided over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in providing its services. Neither shall the characteristics and methods of operation of the same circuits, facilities or equipment cause damage to the other Party's network, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities, or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- 7.2 If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to

work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

8 DIALING PARITY.

- 8.1 Regardless of the type of interconnection with Cambridge's network, Cambridge shall permit its end users within a given Rate Center to dial the same number of digits to call a Sprint NPA-NXX in any Rate Center that would be required of the same end user to call a landline end user in the same Rate Center as the Sprint NPA-NXX.
- 8.2 Sprint shall permit its end users within a given Rate Center to dial the same number of digits to call a Cambridge NPA-NXX in any Rate Center that would be required of the same end user to call another end user in the same Rate Center as the Cambridge NPA-NXX.

9 OFFICE CODE TRANSLATIONS.

- 9.1 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. Neither Party shall impose any fees or charges on the other Party for such activities.
- 9.2 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.
- 9.3 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. The 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.

10 LOCAL NUMBER PORTABILITY.

- 10.1 Local Number Portability (LNP) provides an end user of telecommunications service the ability to retain its existing telephone number when changing from one 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.
- 10.2 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 or contract.
- 10.3 The Parties will mutually provide LNP services from properly equipped central offices. LNP applies when a customer with an active account wishes to change carriers while retaining the telephone number or numbers associated with the account. LNP is also used with the provisioning of number pooling which the Parties will mutually provide in accordance with rules and regulations as prescribed by the appropriate regulatory bodies and using the industry guidelines set forth for number pooling.
- 10.4 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.
- 10.5 The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

11 AUDITS.

- 11.1 For good cause, either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more 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: (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited

Party's business operations, and (f) in compliance with the audited Party's security rules. The written request for an audit shall set forth the auditing Party's grounds that an audit is necessary; the Party receiving the request for an audit may dispute the request under the dispute resolution process in Section.

- 11.2 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

12 LIMITATION OF LIABILITY.

- 12.1 The Parties agree to limit liability in accordance with this Section.
- 12.2 Except for damages resulting from the willful or intentional misconduct of one or both Parties, 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 this section 12. 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, omissions, 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.
- 12.3 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 action, 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.
- 12.4 Except in the instance of harm resulting from an intentional action or willful misconduct, the Parties agree that neither Party shall be liable to the end user 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 end users that may

be contained in either Party's applicable tariff(s) or applicable end user contracts.

13 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.

14 INDEMNIFICATION

14.1 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) whether 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.

14.2 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.

- 14.3 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 of 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.

15 FORCE MAJEURE.

- 15.1 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, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, 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 will perform its obligations at a performance level no less than that which it uses for its own operations.

16 NONDISCLOSURE OF PROPRIETARY INFORMATION.

- 16.1 It may be necessary for the Parties 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, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information ("CPI") as those terms are 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 includes (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; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) or information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information 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 will 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 means the owner of the Confidential Information, and the Recipient means the party to whom Confidential Information is disclosed.

- 16.2 Recipient has 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 known 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 whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

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

17 NOTICES.

17.1 Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

SPRINT Notices:	Sprint Manager, Carrier Interconnection Management P. O. Box 7954 Shawnee Mission, KS 66207-0954 or Mailstop: KSOPHA0310-3B268 6330 Sprint Parkway Overland Park, KS 66251 (913) 762-4847 (overnight mail only)
With a Copy to:	Legal/Telecom Management Group P. O. Box 7966 Shawnee Mission, KS 66207-0966 or Mailstop: KSOPHN0312-3A318 6450 Sprint Parkway Overland Park, KS 66251 (913) 315-9348 (overnight mail only)
Cambridge Notices:	Cambridge Telephone Company Attention: Jerry Piper 130 N. Superior Cambridge, Idaho 83610 Fax: 1-208-257-3310

17.2 The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

18 DISPUTE RESOLUTION.

- 18.1 If any matter is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.
- 18.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the dispute, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of 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. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.

19 MISCELLANEOUS.

- 19.1 Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.
- 19.2 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.
- 19.3 Taxes. Each Party shall comply with all federal, state and local tax laws and be responsible for the payment of the taxes applicable to transactions in connection with the performance of this Agreement. Each Party shall provide the other Party with a completed Form W-9 for federal income tax reporting purposes. Some purchases of telecommunications services made by the Parties under this Agreement may be for the purpose of resale in the ordinary course of business. In such instances, the Parties shall provide all applicable resale exemptions from taxes, fees, surcharges, and other government authorized assessments and shall be extended such applicable exemptions upon receipt of the exemption forms. Neither Party shall be responsible for payment of the net income tax, property tax, or any other taxes, fees, surcharges or assessments that are imposed on the other Party. Any taxes to be paid by either Party will be separately stated on the billing invoice. The Parties shall cooperate with one another to minimize any taxes arising from this Agreement.

- 19.4 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.
- 19.5 Publicity. Neither Party nor its subcontractors or agents will 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 that Party's prior written consent.
- 19.6 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 procedures set forth in this Agreement.
- 19.7 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.
- 19.8 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 will 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. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the Parties that traffic will continue to be exchanged and that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.
- 19.9 No Third-Party Beneficiaries. This Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 19.10 Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the FCC and the state of Kansas, without regard to its conflicts of laws principles.

- 19.11 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 will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains 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 to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.
- 19.12 Assignment. This Agreement will 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 will be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if 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.
- 19.13 Multiple Counterparts. This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

20 ENTIRE AGREEMENT.

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

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.

Sprint Spectrum L.P.

Cambridge Telephone Company, Inc.

By: Michael W. Logan

By: Jerry Piper

Printed: Michael W. Logan

Printed: Jerry Piper

Title: Director, Access Strategy

Title: Operations Manager

Date: 4/16/09

Date: 4-24-09

Attachment I

PRICING SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>
RECIPROCAL COMPENSATION RATE	\$0.015
TRAFFIC FACTOR	Land to Mobile: 35% Mobile to Land: 65%