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IDAHO PUBLIC
UTILITIES COMMISSION

January 6, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720-0074

Re: Case No. COL-T-06-01
Application for Approval of Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing with the Commission are an original and three copies of the Application for Approval of Interconnection Agreement between Columbine Telephone Company, Inc. and Gold Star Communications, LLC. We respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have questions regarding the enclosed Application. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Ron B. McCue". The signature is written in a cursive, flowing style.

Ron B. McCue
Vice President

Enclosures

Post Office Box 226
104101 Highway 89, Freedom, Wyoming 83120
Phone 307-883-2411, FAX 307-883-2575

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PUBLIC UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF COLUMBINE)	
TELEPHONE COMPANY, INC. FOR)	Case No.: COL-T-06-01
APPROVAL OF THE INTERCONNECTION)	
AGREEMENT FOR THE STATE OF IDAHO)	APPLICATION FOR APPROVAL OF
PURSUANT TO 47 U.S.C. §252(e))	INTERCONNECTION AGREEMENT

Columbine Telephone Company, Inc. dba Teton Telecom (“Columbine”) hereby files this Application for Approval of Interconnection Agreement, requesting the Commission’s approval of that certain Wireless Interconnection/Compensation Agreement (“Agreement”) with Gold Star Communications, LLC dba Silver Star PCS (“Gold Star”), a copy of which Agreement is submitted herewith.

This Agreement is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”). The Agreement was reached through voluntary negotiations without resort to mediation or arbitration. Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to the agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

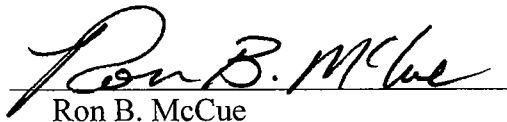
Columbine respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Gold Star to interconnect with

Columbine's facilities and to provide customers with increased choices for local telecommunications services. Expeditious approval would further the public interest.

Columbine further requests that the Commission approve this Agreement without a hearing. Since this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations

Respectfully submitted this 9th day of January, 2006.

Columbine Telephone Company, Inc.

By: 
Ron B. McCue
Its: Vice President/Operations

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2006, I caused to be served the foregoing Application for Approval of Interconnection Agreement upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U.S. Mail
 Overnight Delivery
 Facsimile
 Email

General Manager
Gold Star Communications, LLC
104101 U.S. Highway 89
P.O. Box 226
Freedom, WY 83120
Fax: 307-883-6701

Hand Delivery
 U.S. Mail
 Overnight Delivery
 Facsimile
 Email



**WIRELESS INTERCONNECTION/COMPENSATION
AGREEMENT**

BETWEEN

**COLUMBINE TELEPHONE COMPANY, INC.
dba TETON TELECOM**

AND

**GOLD STAR COMMUNICATIONS, LLC
dba SILVER STAR PCS**

COPY

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I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of January, 2006 (the "Effective Date"), by and between Silver Star Telephone Company, Inc. dba TETON TELECOM ("TETON TELECOM") with principal offices at 104101 South U.S. Highway 89, Freedom, WY 83120, and GOLD STAR COMMUNICATIONS, LLC dba SILVER STAR PCS ("SILVER STAR PCS") with principal offices at 104101 South U.S. Highway 89, Freedom, WY 83120.

2. RECITALS

WHEREAS, TETON TELECOM is an incumbent Local Exchange Carrier in the State of Idaho;

WHEREAS, GOLD STAR COMMUNICATIONS, LLC is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Idaho;

WHEREAS, TETON TELECOM and SILVER STAR PCS exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TETON TELECOM and SILVER STAR PCS hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "As Defined in the Act", means as specifically defined by the Act, as may be interpreted from time to time by the FCC, the Commission, Idaho state courts, or federal courts.

1.3 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. Affiliate means each individual entity listed on the signature page of this Agreement. 47 U.S.C. §153(1)

1.5 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. 47 CFR part 20

1.7 "Commission" means the Idaho Public Utilities Commission.

1.8 "EAS" means Extended Area Service.

1.9 "Effective Date" means the date first above written.

1.10 "FCC" means the Federal Communications Commission.

1.11 "Interconnection" for purposes of this Agreement is the linking of TETON TELECOM'S and SILVER STAR PCS's networks for the exchange of telecommunications traffic described in this Agreement on an indirect or direct basis.

1.12 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.13 "Local Exchange Routing Guide" or "LERG" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.14 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:

(A) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(B) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission.

1.15 "Local Service Area" means, for SILVER STAR PCS, within its local calling area, and for TETON TELECOM, its local calling area contained in TETON TELECOM'S then current General Subscriber Service Tariff.

1.16 "Local Traffic" is defined for purposes of determining compensation under this Agreement is Local Service Area traffic that (a) originates on the network of one Party, (b) may transit a third-party Local Exchange Carrier's (LEC's) network pursuant to an agreement between the originating Party and the transiting LEC, in lieu of a direct connection between the Parties, (c) terminates on the network of the other Party, within the same Local Service Area provided that the customer or roamer of SILVER STAR PCS is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. §153(27).

For purposes of determining the originating and terminating points, at the beginning of the call, for application of Reciprocal Compensation, the origination and termination point for each Party shall be:

(A) TETON TELECOM: The end office serving the calling or called party,

(B) SILVER STAR PCS: The cell site location, which services the calling or called party, at the beginning of the call.

1.17 "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) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. §153(26)

1.18 "Major Trading Area" or "MTA" means the Major Trading Area as designated by the FCC.

1.19 "Non-Local Traffic" means all traffic which is not Local Traffic as defined in Section 1.15 hereof and will not be subject to Reciprocal Compensation.

1.20 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).

1.21 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.22 "Party" means either TETON TELECOM or SILVER STAR PCS, and "Parties" means TETON TELECOM and SILVER STAR PCS.

1.23 "Point of Interconnection" or "POI" means a physical location where TETON TELECOM and SILVER STAR PCS directly interconnect their respective networks, thereby establishing the technical interface and points for operational division of responsibility.

1.24 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA/NXX Codes that have been assigned to an ILEC for its provision of Exchange Services.

1.25 "Switch" means a switching facility used to provide telecommunications services, including but not limited to:

- (a) An "End-Office Switch" or "End-Office" used to, among other things, to terminate telecommunications traffic to end-user subscribers.
- (b) A "Tandem Switch" or "Tandem Office" used to interconnect trunk circuits between and among End-Office Switches, aggregation points, points of termination, or points of presence.
- (c) A "Mobile Switching Center" or "MSC" is a switching facility that is the functional equivalent of a Tandem Switch and an End-Office Switch. Covered in 1.5

1.26 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.17 above, that

originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is symmetrical.

1.27 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. §153(43)

1.28 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in 47 U.S.C. Section 226(a)(2)). A Telecommunications Carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

1.29 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.30 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises or mobile handset.

1.31 "Transiting Traffic" is traffic that originates from one provider's network; "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

1.32 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.33 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves interconnection to a telephone company end office. A Type 1 Service is offered in connection with the provision of telephone numbers hosted by a TETON TELECOM switch. If available and economically feasible, SS7 functionality will be used.

1.34 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall

otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

3.1 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between TETON TELECOM and SILVER STAR PCS. TETON TELECOM'S NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") **2295** in the state of Idaho. SILVER STAR PCS's NXXs are listed in the LERG under OCN **340D** in the state of Idaho. Additions or changes to either Party's NPA/NXXs will be listed in the LERG.

3.2 This Agreement is limited to traffic of TETON TELECOM'S end user customers for which TETON TELECOM has tariff authority to carry. This Agreement is limited to traffic of SILVER STAR PCS's customers and roamers on the SILVER STAR PCS network to which SILVER STAR PCS provides service on a two-way wireless, mobile basis. This Agreement does not cover traffic of SILVER STAR PCS on a one-way mobile basis, sometimes called paging service.

3.3 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

3.4 Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement.

3.5 If SILVER STAR PCS chooses to use TETON TELECOM'S services or facilities, not otherwise covered under this Agreement, appropriate tariff or pricing catalog rates, or rates established under separate agreement, will apply.

4.0 INTERCONNECTION

Description of Arrangements. This Agreement provides for the direct and indirect interconnection arrangements between the networks of TETON TELECOM and SILVER STAR PCS.

4.1 Direct Interconnect.

- 4.1.1 Upon mutual agreement of the Parties, Type 1, Type 2A, and Type 2B interconnection facilities may be either one-way or two-way. [Covered in Section 5.2]
- 4.1.2 The Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.
- 4.1.3 The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available. The costs for SS7 messaging service shall be borne by each Party pursuant to a bill and keep arrangement, meaning that neither Party will bill the other Party for expenses related to SS7 messaging service.

4.2 Indirect Traffic.

- 4.2.1 The Parties may exchange Traffic on an indirect basis via a Third Party Provider (transiting provider).
- 4.2.2 To the extent that either Party chooses to use a transiting provider, each Party shall be responsible for compensation to the Third Party Provider (transiting provider) for any transit charges it incurs for transit traffic it originates.
- 4.2.3 When the busy hour traffic exchanged on the indirect basis between SILVER STAR PCS and TETON TELECOM meets or exceeds the equivalence of a DS1 facility, either 15 times per month or 8 times per day to a particular End Office, the Parties will establish, or augment, a direct interconnection facility with TETON TELECOM to that End Office.
- 4.2.4 If SILVER STAR PCS provides service using an NPA-NXX assigned solely to a rate center where TETON TELECOM provides EAS or a Commission-approved optional calling plan and SILVER STAR PCS chooses to indirectly interconnect by using the Tandem switching facilities of a third party, each Party shall reciprocally terminate on its network Local Traffic originating from the other Party's network, provided that the Parties have agreed on measurement and/or compensation arrangements.

5.0 NETWORK FACILITIES

- 5.1 This Agreement relates to the exchange of Local Traffic between the respective networks of SILVER STAR PCS and TETON TELECOM, which uses the tandem switching facilities of a third party for the point of interconnection and where there is no

direct connection between SILVER STAR PCS and TETON TELECOM. Unless a direct connection is separately negotiated, no network facilities between the Parties will be used.

5.2 It is anticipated that direct interconnection facilities, if established pursuant to the Interconnection Section of this Agreement, will be arranged for 2-way operations and will be used to transport both mobile-land and land-to-mobile traffic, and the cost of that transport will be apportioned between SILVER STAR PCS and TETON TELECOM based on their relative use of the facility. During the first 12 months of this Agreement, TETON TELECOM and SILVER STAR PCS will bill each other based on the Traffic Factors in Attachment A hereto. The parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage on a going-forward basis.

5.3 Impairment of Service. The characteristics and methods of operation of any services, facilities, or equipment of either Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not damage, interfere with, or impair service over, any facilities of the other Party, its affiliated companies, or connecting and concurring carriers involved in its services ("Impairment of Service"). If either Party causes an Impairment of Service, the Party whose services, facilities, or equipment ("Impaired Party") shall promptly notify the Party causing the Impairment of Service ("Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any affected service, facility, or equipment may be required. The Parties shall work together to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue the use of the affected service, facility, or equipment.

5.4 Trouble Reporting. To facilitate trouble reporting, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other Party at these respective telephone numbers to report trouble with any network facilities, services, or arrangements, to inquire as to the status of trouble tickets in progress, and to escalate trouble resolution. Before either Party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, services, or arrangements. Each Party will advise the other Party of any critical nature of the trouble with the other Party's facilities, service, or arrangements and any need for expedited clearance of that trouble. In cases where a Party has indicated the essential or critical need for full restoration of the facilities, services, or arrangements, the other Party shall use its best efforts to expedite the clearance of the trouble.

6.0 COMPENSATION

6.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.15 and is related to the exchange of traffic described in Section 4, and in Attachment A, as applicable.

The symmetrical rate for Reciprocal Compensation shall be \$ 0.0324 per minute.

6.2 Calculation of Traffic.

When the Parties have directly interconnected their facilities, or when traffic between the Parties is terminated indirectly, either Party may utilize its own systems or the records from the other Party or a third party to calculate traffic terminated to its network. In the event either Party is unable to determine the amount of mobile-to-land or land-to-mobile traffic terminated in a specific End Office(s) or Tandem, the Parties agree to apply a traffic factor to the volume of land-to-mobile traffic EDGE WIRELESS terminates from TETON TELECOM to calculate the mobile-to-land traffic TETON TELECOM terminates from SILVER STAR PCS.

6.3 Traffic Subject to Access Charges.

Access charges apply to all Non-Local Traffic originated on SILVER STAR PCS's network and delivered to TETON TELECOM for termination to its customers as described in section 4 and Attachment A, as applicable. SILVER STAR PCS shall compensate TETON TELECOM at TETON TELECOM'S applicable access tariff rates for all SILVER STAR PCS-originated Non-Local Traffic only to the extent that such SILVER STAR PCS-originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to TETON TELECOM.

6.4 Calculation of Payments and Billing.

6.4.1 SILVER STAR PCS will compensate TETON TELECOM for Local and Non-Local Traffic delivered to TETON TELECOM for termination to its customers, as prescribed and at the rates provided in this Section 7. TETON TELECOM will compensate SILVER STAR PCS for Local Traffic originated by TETON TELECOM customers on TETON TELECOM'S network and delivered to SILVER STAR PCS for termination to its customers, as prescribed and at the rate provided in this Section 7.

6.4.2 TETON TELECOM shall use the total recorded originating traffic, recorded by TETON TELECOM, and total terminating traffic recorded by either TETON TELECOM, and/or Qwest Corporation for billing SILVER STAR PCS. TETON TELECOM shall prepare a monthly billing statement to SILVER STAR PCS which will separately reflect the calculation of Reciprocal Compensation, Access Charges and total compensation due TETON TELECOM.

- 6.4.3 In the event that TETON TELECOM does not record usage originated by SILVER STAR PCS that is terminated to TETON TELECOM and SILVER STAR PCS lacks the ability to provide SILVER STAR PCS originating usage information, TETON TELECOM may obtain a monthly traffic distribution report from the third-party transit provider that identifies the traffic originated by SILVER STAR PCS and terminated to TETON TELECOM on an indirect basis. This report information may be used by TETON TELECOM to invoice SILVER STAR PCS for terminating traffic to TETON TELECOM.
- 6.4.4 Where traffic is exchanged between the Parties, and the Parties have agreed to use traffic factors, the initial factor is identified below. The Parties agree to review those percentages on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately.
- a. Landline to Wireless: 30%
 - b. Wireless to Landline: 70%
- 6.4.5 If the monthly traffic distribution report from the third-party tandem provider is used for billing, the Parties agree to accept the monthly traffic distribution report from the third-party transit provider as an accurate statement of traffic exchanged between the Parties.
- 6.4.6 Billed minutes will be based upon conversation time for those minutes of use actually measured. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision. Fractional minutes will be totaled at the end of the month and rounded up to the nearest whole minute.
- 6.4.7 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a Non-Local Traffic factor to the total traffic volumes originated by SILVER STAR PCS as an estimate of the Non-Local Traffic being originated by SILVER STAR PCS. This factor shall be based on aggregated end user billing initially provided by SILVER STAR PCS. Due to administrative cost, the Non-Local factor will not be applied in those circumstances where Non-Local Traffic usage is less than 2% of total traffic (i.e., All traffic will be considered Local and subject to Reciprocal Compensation as described in Section 7.1, above). The Parties agree that for the initial term of this agreement the interMTA factor is zero percent (0%).
- 6.4.8 Each Party may request to inspect, during normal business hours, the records, which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

- 6.4.9 Neither Party shall bill the other Party for traffic that is more than six (6) months old or that predates this Agreement.
- 6.4.10 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 6.4.10.1 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 "Non-Paying Party") shall, within thirty (30) 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. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the amounts to be paid with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Idaho's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than (ninety) 90 days past due, provided the Billing Party gives an additional (thirty) 30 days' written notice and opportunity to cure the default.
- 6.4.10.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Idaho's applicable law.
- 6.4.10.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.
- 6.4.11 Upon termination or expiration of this Agreement in accordance with this Section:
- (a) Each Party shall comply immediately with its obligations as set forth in Section 7.4.7 above;
- (b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- 6.4.12 Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

7.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network..

8.0 GENERAL RESPONSIBILITIES OF THE PARTIES

8.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

8.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

8.3 Each Party is responsible for managing NXX codes assigned to it.

8.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches

9.0 TERM AND TERMINATION

9.1 Subject to the provisions of Sections 12, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to terminate this Agreement or renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective.

9.2 Subject to Section 15.4, either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

10.0 CANCELLATION CHARGES

No cancellation charges shall apply.

11.0 INDEMNIFICATION

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

damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 13.3).

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

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall reimburse the Indemnified Party for all reasonable expenses incurred in defense of the tendered action and shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing,

