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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION FOR APPROVAL OF
NEGOTIATED AGREEMENT BETWEEN
FREMONT TELCOM CO. AND VERIZON
WIRELESS

Case No.: FRE-T-07-01

**APPLICATION FOR APPROVAL OF
NEGOTIATED AGREEMENT**

1. Fremont Telcom Co. ("Fremont"), through its attorneys Givens Pursley LLP, hereby files this Application for Approval of Negotiated Agreement ("Agreement") between Fremont and Idaho 6-Clark Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon"). A copy of the Agreement is submitted herewith.
2. This Agreement was reached through voluntary negotiations between Fremont and Verizon and is submitted for Commission review and approval pursuant to Section 252(e) of the Telecommunications Act of 1996.
3. Section 252(e)(2) of the Telecommunications Act of 1996 directs that a state Commission may reject an agreement reached through voluntary negotiations if the Commission finds that: the agreement discriminates against a telecommunications carrier not a party to the

agreement; or the implementation of the agreement is not consistent with the public interest, convenience and necessity.

4. Fremont respectfully submits that the Agreement does not discriminate and is consistent the public interest, and, therefore requests that the Commission approve this Agreement expeditiously. Approval of this Agreement will enable the parties to implement the Agreement and provide their respective customers with increased local telecommunications services choices.

5. The designated representative of each Party, for purposes of responding to inquiries in this matter is:

For Fremont Telcom Co.:

Robin Tuttle, Assistant General Counsel, Regulatory Affairs
FairPoint Communications, Inc.
521 East Morehead Street, Suite 250
Charlotte, NC 28202

With copy to:

Conley E. Ward
Michael C. Creamer
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701-2720

For Verizon Wireless:

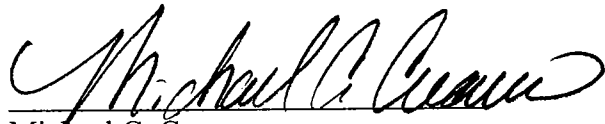
Verizon Wireless
Attn: Director, Wireline Interconnection
One Verizon Place
Alpharetta, GA 30004

With copy to:

Verizon Wireless
Attn: Regulatory Counsel, Interconnection
1300 I Street, NW Suite 400
Washington, DC 20005

6. This Agreement does not affect the rights of non-parties and expeditious approval would further the public interest. Therefore, Fremont requests that the Commission approve this Agreement without a hearing.

DATED this 8th day of May 2007.

A handwritten signature in black ink, appearing to read "Michael C. Creamer". The signature is written in a cursive style with a horizontal line underneath it.

Michael C. Creamer

Attorneys for Fremont Telcom Co.

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May 2007, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated.

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

U.S. Mail
 Facsimile
 Overnight Mail
 Hand Delivery
 E-mail

Verizon Wireless
Attn: Director, Wireline Interconnection
One Verizon Place
Alpharetta, GA 30004

U.S. Mail
 Facsimile
 Overnight Mail
 Hand Delivery
 E-mail

Verizon Wireless
Attn: Regulatory Counsel, Interconnection
1300 I Street, NW Suite 400
Washington, DC 2005

U.S. Mail
 Facsimile
 Overnight Mail
 Hand Delivery
 E-mail


Michael C. Creamer

TRAFFIC EXCHANGE AGREEMENT

BETWEEN

FREMONT TELCOM CO.

AND

VERIZON WIRELESS

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I. Article I

1. INTRODUCTION

This traffic exchange and compensation agreement ("Agreement") is effective as of the 1st day of October 2006 (the "Effective Date"), by and between Fremont Telcom Co. ("Fremont") with offices at 110 East Main Street, St. Anthony, ID 83445 and the Verizon Wireless entities listed on the signature page of this Agreement and on Attachment A, individually and collectively doing business as Verizon Wireless (collectively "VZW") with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920.

2. RECITALS

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

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

WHEREAS, The Parties acknowledge that Fremont is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, Fremont is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251 (f) of the Act;

WHEREAS, Fremont and VZW exchange calls between their networks and wish to establish traffic exchange and compensation arrangements for exchanging traffic as specified below;

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, Fremont and VZW 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 "As Described in the Act" means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, Idaho state courts, or federal courts.
- 1.4 "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 ten (10) percent.
- 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 either lines or 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.
- 1.6 "Commercial Mobile Radio Services" or "CMRS" means a radio communication service between mobile stations or receivers and land stations, or by mobile

Traffic Exchange Agreement between Fremont and VZW

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 § 20.

- 1.7 "Commission" means the Idaho Public Utilities Commission.
- 1.8 "Extended Area Service" or "EAS" is as defined and specified in Fremont's then current General Subscriber Services Tariff.
- 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 Fremont and VZW networks for the exchange of telecommunications traffic described in this Agreement.
- 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 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.14 "IntraLATA Toll Traffic," means those station calls that originate and terminate within the same local access and transport area and that are carried outside Fremont's Local Service Area.
- 1.15 "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 FCC.
- 1.16 "Local Service Area" means, for VZW, Major Trading Area Number 36 (Salt Lake City) and for Fremont, its local calling area contained in Fremont's then current General Subscriber Services Tariff.
- 1.17 "Local Traffic" is defined for all purposes under this Agreement as Local Service Area traffic that is originated by a customer of one Party on that Party's network,

and terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA). Local Traffic may be handled pursuant to an approved interconnection agreement between the originating Party and a carrier which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by VZW is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Fremont shall be the end office serving the calling or called party, and for VZW shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

- 1.18 "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 § 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).
- 1.19 "Major Trading Area" or "MTA" means the Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202(a) or other applicable law.
- 1.20 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. § 153(28)
- 1.21 "Non-Local Traffic" means all traffic that is not Local Traffic as defined in § 1.17 hereof and includes IntraLATA Toll Traffic.
- 1.22 "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 routed to (*i.e.*, NPA/NXX-XXXX).
- 1.23 "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.
- 1.24 "Party" means either Fremont or VZW, and "Parties" means Fremont and VZW.
- 1.25 "Point of Interconnection" or "POI" means the mutually agreed upon point between the Parties' respective networks where an originating Party's traffic is deemed to be handed off to the terminating Party's network.
- 1.26 "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.

Traffic Exchange Agreement between Fremont and VZW

- 1.27 “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 § 1.17 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is symmetrical.
- 1.28 “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)
- 1.29 “Telecommunications Act” means the Communications Act of 1934, as amended.
- 1.30 “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. § 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)
- 1.31 “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.
- 1.32 “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.
- 1.33 “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.
- 1.34 “Transport” means the transmission and any necessary tandem switching of Local Traffic subject to § 251(b)(5) of the Act from the Point of Interconnection between the two carriers 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.
- 1.35 “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 Fremont switch. If available and economically feasible, SS7 functionality will be used.

- 1.36 "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 traffic exchange and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of VZW and the ILEC network of Fremont for purposes of exchanging Local Service Area traffic, provided that the service provided by VZW to its customer is a two-way mobile service as defined in 47 U.S.C. § 153(27). This Agreement does not cover VZW one-way paging service traffic or fixed wireless. VZW does not currently provide fixed wireless services in Fremont's Local Service Area. VZW agrees that it will provide Fremont prior notice of its intent to launch fixed wireless services in Fremont's Local Service Area. Upon Fremont's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic.

3.3 This Agreement relates to exchange of traffic between Fremont and VZW. VZW represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 36 (Salt Lake City). Additions or changes to VZW's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6565 in Idaho.

3.4 This Agreement is limited to Fremont end user customers' traffic for which Fremont has tariff authority to carry. Fremont's NPA/NXX(s) are listed in the LERG under OCN 2222.

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

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Fremont and VZW. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this Agreement. An NPA/NXX assigned to VZW shall be treated as Local Service Area traffic and included in any EAS calling scope, or similar program, to the same extent as any other incumbent LEC's NPA/NXX in the same rate center provided that VZW assigns numbers from such NPA/NXX to customers within the Local Service Area of Fremont and VZW has network facilities to serve such customers.

4.1 Indirect Interconnection: In an effort to reach an agreement, the Parties have reached the following compromise in the context of this Agreement. It is VZW's position that the volume of traffic should determine the need for the establishment of a direct interconnection. It is Fremont's position that a direct connection is required for routing landline-to-wireless Local Traffic. As a compromise, and in exchange for certain other considerations provided for in this Agreement, the Parties agree to interconnect their networks indirectly *via* a third party LEC ("Third Party Tandem Provider") in order to exchange Local Traffic, and that the originating Party is responsible for any transit fees imposed by the Third Party Tandem Provider. The Parties agree that this compromise will in no way prejudice any position either Party may take regarding financial responsibility for charges by Third Party Tandem Providers with respect to future agreements or regulatory or legislative proceedings.

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

4.2 Direct Interconnection: Where the total Local Traffic exchanged between VZW and Fremont's specific Tandem Office Switch or specific End Office Switch exceeds 500,000 mobile-to-land minutes of use per month for three consecutive months, VZW and Fremont shall work cooperatively to implement direct interconnection arrangements and to amend this Agreement, as required. VZW may also request an amendment to establish a direct interconnection regardless of the volume of traffic exchanged. For direct interconnection, the POI shall be at any technically feasible point on Fremont's network, including points on Fremont's network, if any, that extend beyond Fremont's service area boundary.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in § 1.17 and is related to the exchange of traffic described in § 4 and in Attachment B, as applicable. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the transiting carrier. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Traffic shall be based on the aggregated measured usage less traffic recorded as local that is deemed Non-Local Traffic based on the default factor provided in § 5.4.3.

The rate for Reciprocal Compensation shall be \$0.0175 per minute.

The Parties agree to bill each other for Local Traffic as described in this Agreement unless the Local Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 16, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Access charges apply to all Non-Local Traffic originated on VZW's network and delivered to Fremont for termination to its customers as described in § 4 and Attachment B, as applicable. VZW shall compensate Fremont at Fremont's applicable access tariff rates for all VZW-originated Non-Local Traffic only to the extent that such VZW-originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to Fremont.

5.3 Calculation of Payments and Billing.

5.3.1 VZW will compensate Fremont for Local and Non-Local Traffic delivered to Fremont for termination to its customers, as prescribed and at the rates provided in §§ 5.1 and 5.2. Fremont will compensate VZW for Local Traffic originated by Fremont customers on Fremont's network and delivered to VZW, for termination to its customers, as prescribed in § 4 and at the rate provided in § 5.1.

5.3.2 VZW shall prepare a monthly billing statement to Fremont, reflecting the calculation of Reciprocal Compensation due VZW. Fremont shall prepare a monthly billing statement to VZW, which will separately reflect the calculation of Reciprocal Compensation, Switched Access Compensation, and total compensation due Fremont. Billing shall be based on actual measured usage, when available. To the extent VZW does not have the capability to bill based on actual measured usage, Fremont may provide the actual measured usage for use by VZW. If actual measured usage is not available, the Parties agree that usage from the third-party transit provider may be used for billing. Alternatively, if VZW does not measure or cannot obtain the landline-to-wireless usage data from Fremont or from the third-party transit provider, then VZW may bill using a factor that is based on each Party's proportion of originating Local Traffic to total Local Traffic exchanged between the Parties. This estimated percentage is referred to as the Traffic Factor and is listed below. The Parties agree to review the Traffic Factor on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor appropriately.

- a) Landline-to-Wireless 30%
- b) Wireless-to-Landline 70%

5.3.3 Fremont will prepare its bill in accordance with its existing CABS / SECABS billing systems. VZW will prepare its bill in accordance with its existing process for billing Reciprocal Compensation. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. In addition, the Parties will abide by all signaling standards as described in § 7.8.

5.3.4 Recognizing that Fremont has no way of measuring Non-Local Traffic, and in the event that VZW does not track the usage information required to identify the Non-Local Traffic originated or terminated by Fremont, both Parties agree to use a default factor of 0% as an estimate of Non-Local Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.3.5 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 12 months in age from the date the monthly bill containing said record information was issued.

6.0 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.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with § 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.

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

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

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

7.5 Each Party agrees to adhere to the blocking requirements for interconnection (P.01) as provided in Telcordia documentation GR145 - Core Compatibility for Interconnection of a Wireless Services Provider and a Local Exchange Company Network.

7.6 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting VZW to the Fremont SS7 systems is permitted. Such connections will meet generally accepted industry technical standards. Each Party

is responsible for its own SS7 signaling and therefore, neither Party will bill the other SS7 signaling charges.

7.7 Each Party shall be responsible for its own independent connections to the 911/E911 network.

7.8 All originating traffic shall contain basic call information within the Initial Address Message (IAM) such as the calling number, charged number, Generic Address Parameter Ported Dialed Number (GAPDN), Translated Called Number Indicator of Forward Call Indicators (FCI Bit-M) either the Jurisdictional Information Parameter (JIP) or the Originating Location Routing Number (LRN), and the carrier identification code (CIC) when applicable. The JIP or Originating LRN must be unique to the Mobile Switching Center (MSC). Altering of data parameters within the IAM shall not be permitted.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of § 14, the initial term of this Agreement shall be for a two-year term ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew for successive month-to-month periods, unless not less than sixty (60) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiations, this Agreement shall remain in effect until such time that a new agreement becomes effective.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 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 of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Idaho applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than ninety (90) days past due,

provided the Billing Party gives an additional thirty (30) days notice and opportunity to cure the default.

8.2.2 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 (1½%) per month or (ii) the highest rate of interest that may be charged under Idaho applicable law.

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

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

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

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

8.4 All invoices under this Agreement shall be sent to:

Verizon Wireless	Fremont Telecom Co.
Damian Talamantez Verizon Wireless 15505 Sand Canyon Ave., Bldg D-1 Irvine, CA 92618 949-286-7442	908 West Frontview Street P.O. Box 199 Dodge City, KS 67801-0199 Attn: Kay Estes

8.5 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 implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 VZW recognizes that Fremont may at some time provision facilities in order to support exchange of traffic under this Agreement, and agrees that compensation for establishing and provisioning these facilities is non-severable from provisioning of such facilities.

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, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) 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;
- (2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

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 § 12.3).

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 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, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in § 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

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

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

