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January 15, 2013

Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Docket No.13-00015

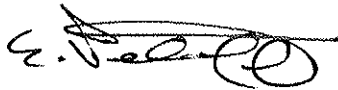
RE: *Traffic Exchange Agreement*
Highland Telephone Cooperative, Inc./Cingular Wireless

Dear Ms. Dillon:

Pursuant to our telephone discussion this past week, enclosed please find the original and four copies of a new Traffic Exchange Agreement executed by my client, Highland Telephone Cooperative, Inc., and New Cingular Wireless PCS LLC, for placement on the TRA Consent Docket and approval. I have also this date e-mailed a copy of this letter to you and attached a scanned copy of the enclosed Traffic Exchange Agreement submitted for approval. I have enclosed a check for Fifty Dollars (\$50.00) as the required filing fee for this submission.

We appreciate the assistance provided by your office, and if you require any additional information or materials, please advise.

Sincerely yours,



Ernest A. Petroff

Enclosure

cc: Mark Patterson
 Dave Crawford

TRAFFIC EXCHANGE AGREEMENT

BY AND BETWEEN

Highland Telephone Cooperative, Inc

AND

NEW CINGULAR WIRELESS PCS, LLC

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I. Article I

1. INTRODUCTION

This traffic exchange and compensation agreement ("Agreement") is effective as of July 1, 2012, (the "Effective Date"), by and between Highland Telephone Cooperative, Inc ("HIGHLAND"), with offices at 7840 Morgan County Highway, Sunbright, TN 37872, and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T").

2. RECITALS

WHEREAS, HIGHLAND is an incumbent Rural Local Exchange Carrier and a Rate of Return Carrier which provides Local Exchange Services in the State of Tennessee; and

WHEREAS, AT&T is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Tennessee; and

WHEREAS, HIGHLAND's entry into this Agreement does not waive its right to maintain that it is a rural telephone company exempt from § 251(c) under 47 U.S.C. 251 (f) of the Communications Act of 1934, as amended; and

WHEREAS, HIGHLAND and AT&T respectively terminate traffic that is originated on the other's network 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, HIGHLAND and AT&T hereby agree as follows:

II. Article II

1. DEFINITIONS

Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the rules and regulations of the FCC or Authority. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement, 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 "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 percent (10%).
- 1.3 "Authority" means the Tennessee Regulatory Authority.
- 1.4 "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. 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.
- 1.5 "Commercial Mobile Radio Services" or "CMRS" has the same meaning as defined at 47 USC § 332(d). The FCC's ruling at FCC 11-161 (¶¶1003-1008) shall apply to the determination of whether a call originates/terminates as a CMRS call.

- 1.6 "End User" or "Customer" means the residence or business subscriber involved in dialing or accepting a call.
- 1.7 "Effective Date" means the date first above written.
- 1.8 "FCC" means the Federal Communications Commission.
- 1.9 "Jurisdiction Information Parameter" ("JIP") is the required signaling that should be provided to the terminating Party in the case of Direct Trunking and to the Tandem carrier for Indirect Trunking in order to determine appropriate terminating billing records.
- 1.10 "Local Routing Number" ("LRN") means local routing number and should be provided to the terminating Party in the case of Direct Trunking and to the Tandem carrier for Indirect Trunking in order to determine appropriate terminating billing records. Signaled JIP becomes an LRN when recorded
- 1.11 "Interconnection" for purposes of this Agreement is the indirect or direct linking of HIGHLAND and AT&T networks for the exchange of Local Telecommunications Traffic described in this Agreement.
- 1.12 "Intermediary Traffic" is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party. In the event that "Intermediary Traffic" which is subject to tariffed access charges under the FCC's Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, each Party agrees that it will pay the applicable access compensation to the terminating Party for any and all such traffic it sends as an intermediate carrier.
- 1.13 "InterMTA Traffic" is Telecommunications traffic, which, at the beginning of the call, originates in one MTA and terminates in another MTA.
- 1.14 "Local Exchange Routing Guide" or "LERG" shall mean the Telcordia Technologies reference containing NPA/NXX routing and homing
- 1.15 "Local Service Area" means the Major Trading Area identified in Appendix A.
- 1.16 "Local Telecommunications Traffic" is defined for reciprocal compensation purposes under this Agreement, as Telecommunications traffic that is originated by an End User on one Party's network, and terminated to an End User on the other Party's

network within the same MTA (Local Service Area) at the beginning of the call as determined by the originating and terminating points of the call. For purposes of determining originating and terminating points, the originating or terminating point for HIGHLAND shall be the end office serving the calling or called End User, and for AT&T shall be the cell site location which services the calling or called End User at the beginning of the call. Notwithstanding the foregoing, or anything else contained herein, for purposes of this Agreement, Local Telecommunications Traffic does not include, and this Agreement does not apply to, traffic delivered by an AT&T Affiliate in its capacity as an interexchange carrier, or to traffic delivered by any other interexchange carrier nor does this Agreement or definition affect any right Highland has to be paid access for interexchange carrier traffic.

- 1.17 "Local Exchange Carrier" or "LEC" has the same meaning as defined in 47 U.S.C. § 153(26).
- 1.18 "Major Trading Area" or "MTA" means the Major Trading Areas as designated by the FCC in 47 C.F.R. § 24.202(a).
- 1.19 "Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the AT&T network which performs the switching for the routing of calls between and among AT&T 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 and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 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 within the North American Numbering Plan (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 HIGHLAND or AT&T, and "Parties" means HIGHLAND and AT&T.
- 1.23 "Point of Interconnection" ("POI") and "Meet Point" mean the location where an originating Party's traffic is deemed to be handed off to the terminating Party's network as specified in Appendix A.

- 1.24 "Rate Center" means a geographic area that is associated with one or more NPA-NXX codes that have been assigned to a Telecommunications Carrier for its provision of Telecommunications services.
- 1.25 "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation from the other for the Transport and Termination on each carrier's network of Local Telecommunications Traffic that originates on the network facilities of the other carrier. For the purposes of this Agreement, such compensation, regardless of the Party that receives it, is symmetrical.
- 1.26 "Telecommunications" has the same meaning as defined in 47 U.S.C. § 153(43).
- 1.27 "Telecommunications Carrier" has the same meaning as defined in 47 U.S.C. § 153(44).
- 1.28 "Telecommunications services" has the same meaning as defined in 47 U.S.C. § 153(46).
- 1.29 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called End User's premises or mobile handset.
- 1.30 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called End User, or equivalent facility provided by a carrier other than an incumbent LEC.

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 relates to exchange of Local Telecommunications Traffic originated on the Parties' respective networks. This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of AT&T and the ILEC network of HIGHLAND for purpose of exchanging Local Telecommunications Traffic, provided that the service provided by AT&T to its Customer is a two-way CMRS. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement does not address either fixed wireless or WiMax traffic and no right to deliver such traffic is conveyed by the Agreement. The Parties shall not pass Intermediary Traffic to one another.
- 3.2 AT&T represents that it is a CMRS provider of Telecommunications services to End Users in Tennessee. Additions or changes to AT&T's NPA/NXXs will be as listed in Telcordia's LERG. AT&T's NPA/NXX(s) are listed in the LERG under the OCN(s) set forth in Appendix A. With respect to wireless-to-landline traffic, AT&T shall not deliver traffic to HIGHLAND that originates on a non-Party carrier's network.
- 3.3 HIGHLAND represents that it is an incumbent Rural Local Exchange Carrier and a Rate of Return Carrier, under FCC regulatory classifications, which provides Local Exchange Services in the State of Tennessee. HIGHLAND's NPA/NXX(s) are listed in the LERG under the OCN(s) set forth in Appendix A. With respect to landline-to-wireless traffic, this Agreement is limited to HIGHLAND end user customers' traffic for which Highland has authority to carry.
- 3.5 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.
- 3.6 This Agreement does not apply to traffic delivered by an AT&T Affiliate in its capacity as an interexchange carrier, or to traffic delivered by any other interexchange carrier.

4.0 SERVICE AGREEMENT

This Agreement provides for the following Interconnection and arrangements between the networks of HIGHLAND and AT&T. Additional arrangements that may be mutually agreed to by the Parties in the future will be documented in a separate written amendment to this Agreement.

- 4.1 Indirect Interconnection. Unless otherwise specified in Appendix A and subject to Section 4.2 below, the Parties shall exchange all Local Telecommunications Traffic indirectly. AT&T shall be responsible for all transport obligations under 47 CFR Section 51.709(c). HIGHLAND will be responsible for transport of HIGHLAND's originating traffic within the

scope of §51.701(b)(2) to an interconnection meet point located within HIGHLAND's incumbent service area specified in Appendix A.

When the interconnection point is not located within HIGHLAND's incumbent service area, HIGHLAND's responsibility for transport of HIGHLAND's originating traffic within the scope of §51.701(b)(2) shall be no more than transport to its meet point at the border of its incumbent service area. For transport obligations and costs that may arise beyond such meet point, the Parties will work cooperatively to consider and if mutually agreeable, to implement, interconnection arrangements that minimize transport costs to both parties, provided that HIGHLAND has no responsibility for any costs related to such alternative arrangements, unless HIGHLAND specifically agrees to such responsibility.

If HIGHLAND's originated intraMTA traffic, being routed through a third-party transit provider, cannot be distinguished from HIGHLAND's originated interMTA traffic, and any other HIGHLAND-originated, non-intraMTA traffic, being routed through a third-party transit provider, HIGHLAND shall cooperate with the third-party transit provider and AT&T to develop a mutually agreeable traffic study that identifies the percentage of HIGHLAND-originated, intraMTA traffic being routed to AT&T through the third-party transit provider, compared to the total, HIGHLAND-originated traffic being routed through that transit provider. Company and AT&T will use all reasonable efforts to complete and implement the initial traffic study no later than six months after the initial request for the study by AT&T. Upon request, such study may be updated annually.

4.2 Direct Interconnection. If the combined Local Telecommunications Traffic between the Parties equals 200,000 or more minutes of use per month, for three consecutive months, then the Parties will establish appropriate size, two-way, direct interconnection trunks with the POI designated at a technically feasible meet point on HIGHLAND's network as specified in Appendix A. Each Party shall be responsible for one hundred percent (100%) of all the transport facility costs both to (a) deliver traffic originating on its network to and (b) receive traffic originated on the other Party's network from, the meet point POI. This Agreement shall not preclude HIGHLAND and AT&T from entering into additional mutually agreed upon direct interconnection arrangements in the future.

4.2.1 If or when established, both Parties will use best efforts to route Local Service Area calls to the other Party over the direct interconnection facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that

the other Party is routing its originated Local Service Area calls indirectly, the originating Party agrees to update its routing and translations tables to move such traffic to the direct interconnection facilities within five (5) business days.

- 4.2.2 Where direct interconnection has been established, each Party will only route traffic over the direct interconnection facilities to the extent the terminating number, based upon NPA-NXXs, has been assigned to the other Party in the originating Party's Local Service Area.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation:

5.1.1 Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161), and as amended by the FCC (the "USF/ICC Reform Order"), effective for traffic exchanged on and after July 1, 2012, bill-and-keep shall be the reciprocal compensation methodology for Local Telecommunications Traffic exchanged between HIGHLAND and AT&T. Under bill-and-keep, neither Party bills the other Party for Transport and Termination of Local Telecommunications Traffic.

5.1.2 Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC's provisions, in the USF/ICC Reform Order, regarding the bill-and-keep arrangements for Local Telecommunications Traffic are reversed or, remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. In the event that the USF/ICC Reform Order is vacated and reciprocal compensation rates are required to be reinstated as of a specific date, the Parties agree that the reciprocal compensation rates and traffic factors previously in effect and contained in the prior Agreement signed August 2001 shall be reinstated.

5.2 InterMTA Traffic:

5.2.1 The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as Local Telecommunications Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic and not Local Telecommunications Traffic. Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of

this Agreement, to a factor of 3% as an estimate of InterMTA Traffic sent by AT&T (HIGHLAND will have no InterMTA traffic being sent by it) and that such traffic will be compensated at HIGHLAND's switched access rates as set forth in Appendix A split evenly (i.e. 50%) between intrastate and interstate tariffed switched access rates.

5.2.2 At any time after this Agreement is approved by the Authority, but not more often than once every twelve months, either Party may request the creation of joint traffic studies to determine if the percentage of interMTA traffic sent by AT&T to HIGHLAND over local interconnection trunks has changed. If those joint studies demonstrate a change from the current applicable interMTA factor in this agreement, the Parties will amend the agreement to reflect the changed factor.

5.3 Calculation of Payments and Billing:

5.3.1 Neither Party shall bill the other for traffic that is more than two (2) years old.

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

5.3.2.1 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 Tennessee 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.

5.3.2.2 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 Tennessee applicable law.

5.3.2.3 Undisputed amounts shall be paid within thirty (45) days of receipt of invoice from the Billing Party.

5.3.3 All invoices under this Agreement shall be sent to:

AT&T	HIGHLAND
Name: C/O TEOCO Address: 12150 Monument Dr. Suite 700, Fairfax, VA 22033 (in "RE" space put "Xtrak")	Dave Crawford 7840 Morgan County Highway, Sunbright, TN 37872 Phone: (423) 628-2750 x 280

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 subject to Section 4 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 AT&T to the HIGHLAND 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 The originating party will be responsible for providing the terminating party with JIP, LRN or other data reasonably agreeable to the terminating party and consistent with industry standards.
- 7.8 Each Party shall be responsible for its own independent connections to the 911/E911 network.
- 7.9 All originating traffic shall contain basic call information within the Initial Address Message (IAM) such as the calling number and will meet generally accepted industry technical standards. Altering of data parameters within the IAM shall not be permitted.
- 7.10 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications services to retain, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Service Order Processing charges may be imposed per Appendix A.
- 7.11 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and guidelines set forth by the North American Number Council ("NANC").

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. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term. If this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement.

- 8.2 If prior to termination other than for default, either Party has requested the negotiation of a successor agreement, then during the period of negotiation of the successor agreement, each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. The rates, terms and conditions applying during the interim period between the end of the then-current term of this Agreement and when the successor agreement is executed shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement reached through negotiation or arbitration. The negotiation of such successor agreement shall follow the procedures set forth in Section 252 of the Act, with the date of "request for negotiation" under Section 252 being the date upon which the notice of intention to terminate is submitted.
- 8.3 If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Authority for resolution pursuant to the arbitration procedures under the Act. If the Parties are unable to negotiate a successor agreement by the end of the statutory time frame, or any mutually agreed upon extension thereof, and neither Party submits this matter to the Authority for arbitration, then the Agreement shall terminate at the conclusion of the statutory time frame or at the end of the extension to the statutory time frame.
- 8.2 The Parties have worked cooperatively to ensure there are no outstanding balances for the period prior to the Effective Date
- 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 in this Agreement;
 - (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

- (c) The provisions of § 11.0 and § 12.0 shall survive termination or expiration of this Agreement.

- 8.4 Either Party may terminate this Agreement in whole or in part in the event of a material 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 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. However, if any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may invoke dispute resolution procedures as set forth in this Agreement.

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, partners, 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

The Parties understand and agree that this Agreement will be filed with the Authority, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Authority or the FCC under § 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Authority or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Authority as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Authority makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

If any subsequent regulatory, judicial or other governmental decision, order, determination or action interprets, clarifies, reconsiders, modifies, augments, reverses or vacates the USF/ICC Reform Order, as modified from time to time, either Party may invoke this Section with respect to such subsequent regulatory, judicial or other governmental decision, order, determination or action. If such subsequent regulatory, judicial or other governmental decision, order, determination or action states that it does not abrogate existing commercial contracts or interconnection agreements or otherwise require an automatic "fresh look" at such agreements, such statement shall not, by itself, bar either Party from invoking this Section.

16.0 MOST FAVORED NATION PROVISION

To the extent required by § 252(i) of the Act and 47 C.F.R. § 51.809, AT&T shall be entitled to adopt from HIGHLAND any entire Interconnection/Compensation agreement provided by HIGHLAND that has been filed and approved by the Authority, for services described in such agreement, on the same terms and conditions. The term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

17.0 DISPUTE RESOLUTION

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Authority, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.1 Informal Resolution of Disputes:

At the written request of a Party, each Party will, within thirty (30) days of such request, appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

17.2 Formal Dispute Resolution:

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

17.3 Continuous Service:

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

18.0 MISCELLANEOUS

18.1 Authorization:

18.1.1 HIGHLAND is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has full power and authority to execute and deliver this Agreement and

to perform its obligations hereunder, subject to any necessary regulatory approval.

18.1.2 AT&T is duly organized, validly existing and in good standing under all applicable laws and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

18.2 Compliance:

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

18.3 Independent Contractors:

Neither this Agreement, nor any actions taken by AT&T or HIGHLAND in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between AT&T and HIGHLAND, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by AT&T or HIGHLAND in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between AT&T and HIGHLAND end users or others.

18.4 Force Majeure:

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume without liability thereafter.

18.5 Confidentiality:

- 18.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with § 18.5.2 of this Agreement.
- 18.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.
- 18.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and

others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

18.6 Governing Law:

This Agreement shall be governed by Federal law, where applicable, and otherwise by the domestic laws of the State of Tennessee without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Authority, or the Tennessee state court, or federal court, as appropriate.

18.7 Taxes:

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate may result in no exemption being available to the purchasing Party.

18.8 Assignment:

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

18.9 Non-Waiver:

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

18.10 Notices:

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; or (ii) delivered by overnight express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To: AT&T	To: HIGHLAND
Name: AT&T Mobility LLC Address: 1277 Lenox Park Blvd., SU 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Phone: 404-499-6086 Fax: 404-986-8452	G. Mark Patterson 7840 Morgan County Highway, Sunbright, TN 37872-0119
With a copy to: Name: AT&T Services, Inc. Legal Department Address: 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel Phone: 404-335-0710 Fax: 404-927-3618	With a copy to: David Crawford 7840 Morgan County Hwy P.O. Box 119 Sunbright, TN 37872-0119

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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

18.11 Publicity and Use of Trademarks or Service Marks:

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

18.12 Joint Work Product:

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

18.13 No Third Party Beneficiaries; Disclaimer of Agency:

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

18.14 No License:

No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

18.15 Technology Upgrades:

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

18.16 Trouble Reporting:

In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For HIGHLAND:

NOC/Repair: Business Hours

Phillip Ward 423-628-2121

After Hours

Phillip Ward 423-539-3168

Fax: 423-628-5498

For AT&T:

NRC/Repair: 866-596-0129

Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities,

service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

18.17 Entire Agreement:

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

AT&T Mobility

HIGHLAND Telephone Cooperative Inc.

By: W. Bernard Shell

By: G. M. Patterson

Name: W. Bernard Shell

Name: G. M. Patterson

Title: Lead Carrier Relations Manager

Title: General Manager

Date: 12/26/2012

Date: 01/02/2013

TRAFFIC EXCHANGE AGREEMENT
BETWEEN HIGHLAND AND AT&T

APPENDIX A

1. Indirect Point of Interconnection (Meet Point): The Parties have a direct connection. To the extent that the Parties indirectly interconnect, it shall be subject to the terms of Section 4 of this Agreement.
2. Direct Point of Interconnection: The Highland Oneida switch__.
3. HIGHLAND OCN: _0565____, including successor OCNs.
4. AT&T OCNs: : 4036, 6534, 6214 and 6010, including successor OCNs.
5. Local MTA: _44 (Knoxville)
6. Switched Access Rates: Switched access charges shall apply to all traffic that is not Local Telecommunications Traffic and be billed and administered pursuant to the rates, terms and conditions specified in the state and federal tariffs of the Parties. Neither Party shall bill the other for traffic that is more than two (2) years old.
7. Service Order Processing Charges. The Parties shall reciprocally compensate each other for Service Order Processing at the rates provided below. When a Party (the Requesting Party) receives an End User request to change service from the other Party, the Requesting Party will submit a LSR to the other Party to commence the process to effect the service change. Service Order Processing Charges associated with the processing of a LSR order are:
 - (a) Basic Initial Service Order Processing Charge equal to \$25.00 (Manual) and \$3.50 (Electronic) per each initial request by the Requesting Party to the other Party per End User. To be billed to and paid by the Requesting Party. The Service Order Processing Charge, for an LSR will be billed, regardless of whether that LSR is later supplemented, clarified or cancelled.
 - (b) Basic Subsequent Service Order Processing Charge equal to \$12.50 (Manual) and \$3.50 per each time the Requesting Party submits a revised LSR per End User. To be billed to and paid by the Requesting Party.

8. LOCAL SERVICE AREA

List of Local Calling Exchanges:

Petros	423-324	
Wartburg	423-346	
Oakdale	423-369	
Oneida	423-569,	423-286
Robbins	423-627	
Sunbright	423-628	
Huntsville	423-663	
Deer Lodge	423-965	

Extended Area Service

Oakdale (423-369) to AT&T in Harriman (423-590 423-882)