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TRA  
Attn: Sharla Dillon  
460 James Robertson Parkway  
Nashville, TN 37243

DOCKET NO.

13-00068

Sharla,

Please find enclosed the executed Traffic Exchange Agreement By and Between United Telephone Company D/B/A United Communications and T-Mobile along with the \$50.00 filing fee.

Let me know if you have any questions. My direct number is 931-364-4320.

Regards,

A handwritten signature in cursive script that reads 'Lisa Frost'.

Lisa Frost  
Finance Manager

**TRAFFIC EXCHANGE AGREEMENT**  
**BY AND BETWEEN**  
**UNITED TELEPHONE COMPANY**  
**D/B/A UNITED COMMUNICATIONS**  
**AND T-MOBILE**

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## **I. ARTICLE I**

### **1. INTRODUCTION**

This traffic exchange and compensation agreement ("Agreement") is effective as of January 1, 2013 (the "Effective Date"), by and between United Telephone Company d/b/a United Communications ("United"), with offices at 120 Taylor Street, Chapel Hill, TN 37034 and Powertel/Memphis, Inc. dba T-Mobile ("T-Mobile"), with an office and principal place of business at 12920 SE 38th Street Bellevue WA 98006.

### **2. RECITALS**

WHEREAS, UNITED 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, T-MOBILE is a Commercial Mobile Radio Service provider of mobile communications services operating within the State of Tennessee; and

WHEREAS, UNITED'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, UNITED and T-MOBILE respectively terminate landline-to-wireless and wireless-to-landline traffic that is originated on the other's network, and wish to establish traffic exchange and compensation arrangements for exchanging certain 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, UNITED and T-MOBILE 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. 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 “Access Reciprocal Compensation Traffic” is defined in 47 C.F.R. § 51.903(h).
- 1.2 “Act” means the Communications Act of 1934, as amended.
- 1.3 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).
- 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 in 47 C.F.R. § 20.3.
- 1.6 “Commission” means the Tennessee Regulatory Authority.
- 1.7 “Extended Area Service” or “EAS” is as set forth in UNITED’s then current General Customer Services Tariff.
- 1.8 “Effective Date” means the date first above written.

- 1.9 “FCC” means the Federal Communications Commission.
- 1.10 “Interconnection” for purposes of this Agreement is the indirect or direct linking of UNITED and T-MOBILE networks for the exchange of Local Telecommunications Traffic described in this Agreement.
- 1.11 “InterMTA Traffic” is Telecommunications Traffic, which, at the beginning of the call, originates in one MTA and terminates in another MTA, based on the location of the cell cite serving the wireless subscriber and the central office serving the landline end user at the beginning of the call.
- 1.12 “Local Service Area” for UNITED, means its local calling area as defined in its then current General Customer Services Tariff.
- 1.13 “Local Telecommunications Traffic” is defined for all purposes under this Agreement as Telecommunications Traffic that (a) is originated by a retail customer of one Party on that Party’s network and (b) terminates to a retail customer of the other Party on the other Party’s network within the same Major Trading Area (MTA). For purposes of determining originating and terminating points of a call under this Agreement, the originating or terminating point for UNITED shall be the End Office serving the calling or called customer of UNITED and for T-Mobile the originating or terminating cell site locations at the beginning of a call will be used as the point of call origination and termination, respectively. .
- 1.14 “Local Exchange Carrier” or “LEC” has the same meaning as defined in 47 U.S.C. § 153(32).
- 1.15 “Major Trading Area” or “MTA” means the Major Trading Areas as designated by the FCC in 47 C.F.R. § 24.202(a).
- 1.16 “Mobile Switching Center” or “MSC” is a switching facility that is an essential element of the T-MOBILE network which performs the switching for the routing of calls between and among T-MOBILE subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.17 “Non-Access Telecommunications Traffic” is as defined in 47 C.F.R. §51.701(b)(2)
- 1.18 “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).

- 1.19 “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.
- 1.20 “Party” means either UNITED or T-MOBILE, and “Parties” means UNITED and T-MOBILE.
- 1.21 “Point of Interconnection” or “POI” means the technically feasible point(s) of Interconnection on UNITED’s network where an originating Party’s traffic is deemed to be handed off to the terminating Party’s network. Currently the POI is the existing meet point between UNITED and AT&T Tennessee (BellSouth Telecommunications, LLC) located on UNITED’s network. The POI may change if a different tandem provider is used by either party but does not affect the application of the Rural Transport Rule. See Section 4.1.1. below.
- 1.22 “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.
- 1.23 “Rate of Return Carrier” is as defined in 47 C.F.R. § 54.5.
- 1.24 “Telecommunications” has the same meaning as defined in 47 U.S.C. § 153(50).
- 1.25 “Telecommunications Carrier” has the same meaning as defined in 47 U.S.C. § 153(51).
- 1.26 “Telecommunications service” has the same meaning as defined in 47 U.S.C. § 153(53).
- 1.27 “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 party’s premises or mobile handset.
- 1.28 “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 party, or equivalent facility provided by a carrier other than an incumbent LEC.

## **2. 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. SCOPE

- 3.1 This Agreement is intended, *inter alia*, to describe and enable Interconnection and reciprocal compensation arrangements for the exchange of Local Telecommunications Traffic 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 T-MOBILE and the incumbent LEC network of UNITED for purposes of exchanging certain traffic as provided herein.
- 3.3 This Agreement provides for the exchange of traffic originated on the Parties' respective networks. T-MOBILE represents that it is a CMRS provider of Telecommunications services to subscribers in MTA No. 43 (Nashville). Additions or changes to T-MOBILE's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Numbers ("OCN") listed in Exhibit A. With respect to wireless-to-landline traffic, T-MOBILE shall not deliver traffic to UNITED that originates on a non-Party carrier's network. Nothing in this Agreement shall prohibit T-MOBILE from enlarging its wireless network through management contracts with third parties for the construction and operation of a wireless system under the T-MOBILE spectrum and license. T-Mobile is responsible for all traffic originating or terminating on such extended networks and all of said traffic shall be subject to the terms and conditions of this Agreement.
- 3.4 With respect to landline-to-wireless Traffic, this Agreement is limited to UNITED end user customers' Traffic for which UNITED provides service as an incumbent LEC and has authority to carry. UNITED's NPA/NXX(s) are listed in the LERG under OCN 0581.
- 3.5 The Parties shall not exchange traffic that originates or terminates on a third party's network.



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

#### **4. SERVICE AGREEMENT**

##### Description of Arrangements:

This Agreement provides for the following Interconnection and arrangements between the networks of UNITED and T-MOBILE. 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. Except as provided for in § 4.2 below, the Parties shall exchange all Local Telecommunications Traffic indirectly. Since UNITED is a Rate-Of-Return carrier, and so long as the Parties connect via an indirect Interconnection, i.e. the parties will exchange Local Telecommunications Traffic as follows:

4.1.1. Pursuant to 47 C.F.R. §51.709 (c), and as long as the Parties connect via an indirect interconnection, UNITED's obligation for transport of Non-Access Telecommunications Traffic shall stop at the CMRS provider's chosen interconnection point, when that point is located within the UNITED's service area. When the CMRS provider's chosen interconnection point is located outside the UNITED's service area, the UNITED's transport obligation for Non-Access Telecommunications Traffic stops at its existing meet point with AT&T, and the CMRS provider is responsible for the remaining transport of Non-Access Telecommunications Traffic to its interconnection point.

4.1.2. 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 provisions of 47 C.F.R. 51.709 (c) are reversed, remanded or amended, then the parties agree to comply with all requirements of the applicable decision, order or determination.

- 4.2 During the term of this Agreement, either Party may request that the Parties establish a Dedicated Interconnection and if the Parties mutually agree, a Dedicated Interconnection may be established as set forth below.

4.2.1 The Parties disagree about what terms and conditions, if any, should apply with respect to the establishment of a Dedicated Interconnection between the Parties and whether the Parties are required to establish a Dedicated Interconnection under any specific terms and conditions; however, based on the specific

facts and arrangements set forth in this Agreement, the Parties may establish a Dedicated Interconnection within 120 days after mutually agreeing to do so via a written notice of understanding.

- 4.2.2 Nothing in this Agreement prevents the Parties from continuing to use the Indirect Transit Interconnection arrangement.
- 4.2.3 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 UNITED and T-MOBILE from entering into additional mutually agreed upon direct interconnection arrangements in the future.
- 4.2.4 If or when established, UNITED shall route Local Service Area calls to T-MOBILE over the direct Interconnection facilities to the extent the terminating number is assigned to T-Mobile.
- 4.2.5 Where direct Interconnection has been established, T-MOBILE will only route Local Telecommunications Traffic over the direct Interconnection facilities to the extent the terminating number is assigned to UNITED.

## 5. **COMPENSATION**

### 5.1 Traffic Subject to Reciprocal Compensation:

- 5.1.1 Pursuant to 47 C.F.R. §51.705, and effective for traffic exchanged on and after December 29, 2011, bill-and-keep shall be the compensation methodology for Local Telecommunications Traffic exchanged between UNITED and T-MOBILE. Under bill-and-keep, neither Party bills the other Party for Transport and Termination of Local Telecommunications Traffic.

5.1.2 Traffic Ratio: In the event either Party is unable to measure traffic the Parties agree to the following Traffic Ratio Factors to estimate the proportion of total Traffic exchanged between the Parties' networks to be:

Mobile-to-Land        70%

Land-to-Mobile        30%

- 5.2 InterMTA Traffic: The Parties disagree regarding a) whether InterMTA Traffic is within the category of "Access Reciprocal

Compensation Traffic,” b) whether each Party is responsible to compensate the other for originating or terminating InterMTA Traffic, c) whether each Party is responsible to the other for originating or terminating Access Reciprocal Compensation Traffic, or d) what, if any, rate may be applicable to InterMTA Traffic. However, in the interest of compromise, and consistent with their respective rights to enter into an agreement that may not strictly comply with the Act and the FCC’s Rules and Orders, the Parties agree that UNITED will bill and T-Mobile will pay rates equivalent to those applicable to Access Reciprocal Compensation Traffic for InterMTA traffic it terminated. Recognizing that neither Party currently has a way of accurately measuring InterMTA Traffic, the Parties agree, for the purposes of this Agreement, to use a factor of 3% of the T-Mobile originated traffic (as determined under Section 5.1.2) as an estimate of the InterMTA Traffic sent by T-MOBILE. That 3% will be considered to be split equally between the interstate and intrastate jurisdictions.

5.3 Calculation of Payments and Billing:

5.3.1 UNITED will bill T-MOBILE for any charges due in accordance with this Agreement. UNITED shall not bill T-MOBILE for traffic exchanged prior to the Effective Date or that is more than two (2) years old, except as may have been specifically provided in a separate document entered into between the Parties. UNITED will prepare its bill in accordance with its existing CABS/SECABS billing systems. The Parties will make an effort to conform to current and future industry standards, insofar as is reasonable. In addition, the Parties will abide by all signaling standards as described in § 7.8.

5.3.2 Each party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

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

5.4.1 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 Parties will work together in good faith to resolve issues relating to the disputed amounts.

5.4.2 The Non-Paying Party shall pay all undisputed amounts to the Billing Party within thirty (30) days of receipt of invoice from the Billing Party.

5.4.3 Any undisputed amounts not paid when due, and any disputed amounts which are ultimately determined to be owing to the Billing Party, 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.

5.4.4 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.

5.4.5 All invoices under this Agreement shall be sent to:

<b>T-Mobile</b>	<b>UNITED</b>
T-Mobile – Media Processing Center P.O. Box 982245 El Paso, Texas 79998-2245 t-mobile.invoices@razorsight.com	Tammy Welch United Telephone Company d/b/a United Communications 120 Taylor Street Chapel Hill, TN 37034 931-364-4342

6. **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. **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 (if applicable) traffic from the other

Party's network and subject to § 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 T-MOBILE to the UNITED 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 and will meet generally accepted industry technical standards. Altering of data parameters within the IAM shall not be permitted.
- 7.9 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 telecommunications numbers without impairment of quality,

reliability, or convenience when switching from one Telecommunications Carrier to another.

- 7.10 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. 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 six month periods, unless not less than six months prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to terminate this Agreement or negotiate a successor agreement. In the case of a notice to terminate, the other Party may request negotiation of a successor agreement up to the end of the then-current term of this Agreement.

- 8.2 If either Party has properly requested the formal negotiation of a successor agreement that could lead to arbitration under the Act, 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.

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 Commission for resolution pursuant to the statutory rules for arbitration to the full extent allowed 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 Commission 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.

- 8.3 The Parties have worked cooperatively to ensure there are no outstanding balances for the period prior to the Effective Date.
- 8.4 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.

8.5 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. CANCELLATION CHARGES.**

Except as provided herein, no cancellation charges shall apply.

## **10. 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. 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. 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. 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. REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the Commission, 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 Commission 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 Commission 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. 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 Commission as interpreted 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 Commission makes a generic determination that is generally applicable which revises, clarifies, 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 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. MOST FAVORED NATION PROVISION**

To the extent required by § 252(i) of the Act and 47 C.F.R. § 51.809, T-MOBILE shall be entitled to adopt from UNITED any entire Interconnection/Compensation agreement provided by UNITED that has been filed and approved by the Commission, 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, subject to any automatic renewal terms.

**17. DISPUTE RESOLUTION**

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, 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. MISCELLANEOUS

18.1 Authorization:

18.1.1 UNITED 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 T-Mobile is duly organized, validly existing and in good standing under the laws of the State of Delaware 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 T-MOBILE or UNITED in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between T-MOBILE and UNITED, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by T-MOBILE or UNITED in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between T-MOBILE and UNITED 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 Commission, 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. Any attempted assignment or transfer that is not permitted is void *ab initio*. 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; (ii) delivered by overnight express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

**To: T-MOBILE**

T-Mobile USA, Inc.  
Attn: Director - Carrier Management  
12920 Se 38<sup>th</sup> St  
Bellevue, WA 98006

With a copy to:  
T-Mobile USA, Inc.  
Attn: Legal  
12920 Se 38<sup>th</sup> St  
Bellevue, WA 98006

**To: UNITED**

United Telephone Company  
d/b/a United Communications  
120 Taylor Street  
Chapel Hill, TN, 37034  
Phone 931-364-4322  
Attn: William H. Bradford

With a copy to :  
United Telephone Company  
d/b/a United Communications  
120 Taylor Street  
Chapel Hill, TN 37034  
Phone 931-364-4320  
Attn: Lisa Frost

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. Mail.

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 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 UNITED:

NOC/Repair:

800-779-2227



Fax:

931-364-7202

For T-MOBILE:

NOC/Repair:

877-611-5868

Email:

NOCSouthCore@T-Mobile.com

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:

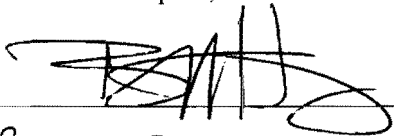
The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter 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.

Powertel/Memphis, Inc.

**United Telephone Company**  
**d/b/a United Communications**

By:



By:



Name:

Bryan Fleming

Name:

William H. Bradford

Title:

Vice President

Title:

President and CEO

Date:

04/23/13

Date:

4/23/2013

T-Mobile Legal Approval By: 2013.04.18



13:37:46 -05'00'

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T-Mobile Wireless Matter

## Exhibit A

United Operating Company Number(s)		T-Mobile Operating Company Numbers	
0581		150C	VoiceStream GSM I
		151C	VoiceStream GSM II
		152C	Powertel Memphis Licenses
		2964	Omnipoint Communications Midwest Operations
		365C	Powertel Kentucky Licenses
		4290	STPCS Joint Venture
		6513	Omnipoint Communications
		6529	T-Mobile USA
		6622	Omnipoint Communications New York
		6623	Omnipoint Communications New Jersey
		6624	Omnipoint Communications Connecticut
		6625	Omnipoint Communications Vermont
		6626	Omnipoint Communications Enterprises
		6701	Aerial Communications
		6817	Omnipoint Communications Delaware
		6846	D&E/Omnipoint Wireless Joint Venture
		6855	Omnipoint Communications CAP Operations
		6889	Omnipoint Miami E License
		6916	Eliska Wireless Ventures Subsidiary
		7471	Powertel
		7472	Powertel Jacksonville Licenses
		7473	Powertel Atlanta Licenses
		7474	Powertel Memphis Licenses
		7475	Powertel Birmingham Licenses
		7476	Powertel Nashville Licenses
		7477	Powertel Louisiana
		7478	Powertel Missouri
		7479	Powertel Arkansas