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WINDSTREAM

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**--Via Federal Express --**

October 12, 2021

Ms. Jocelyn Boyd, Chief Clerk and Administrator
Public Service Commission of South Carolina
101 Executive Center Dr.
Suite 100
Columbia, SC 29210

RE: Interconnection Agreement between Windstream South Carolina, LLC and Dish Wireless, L.L.C.

Dear Ms. Boyd:

Attached for the Commission's approval is an interconnection agreement between Windstream South Carolina, LLC and Dish Wireless, L.L.C..as well as well as one paper copy and one copy on CD. This agreement was voluntarily negotiated and executed and is being submitted pursuant to Section 252(e) of the Telecommunications Act of 1996.

Please call me if you have any questions regarding this matter.

Sincerely,

Scott Terry

Attachments

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# COMMERCIAL MOBILE RADIO

# SERVICES INTERCONNECTION

# AGREEMENT BETWEEN

GEORGIA WINDSTREAM, LLC; OKLAHOMA WINDSTREAM, LLC; TEXAS WINDSTREAM, LLC; VALOR TELECOMMUNICATIONS OF TEXAS, LLC D/B/A WINDSTREAM COMMUNICATIONS SOUTHWEST; WINDSTREAM ACCUCOMM TELECOMMUNICATIONS, LLC; WINDSTREAM ALABAMA, LLC; WINDSTREAM ARKANSAS, LLC; WINDSTREAM BUFFALO VALLEY, LLC; WINDSTREAM COMMUNICATIONS KERRVILLE, LLC; WINDSTREAM CONCORD TELEPHONE, LLC; WINDSTREAM CONESTOGA, INC.; WINDSTREAM D&E, INC.; WINDSTREAM FLORIDA, LLC; WINDSTREAM GEORGIA COMMUNICATIONS, LLC; WINDSTREAM GEORGIA TELEPHONE, LLC; WINDSTREAM IOWA COMMUNICATIONS, LLC; WINDSTREAM KENTUCKY EAST, LLC; WINDSTREAM KENTUCKY WEST, LLC; WINDSTREAM LEXCOM COMMUNICATIONS, LLC; WINDSTREAM MISSISSIPPI, LLC; WINDSTREAM MISSOURI, LLC; WINDSTREAM MONTEZUMA, LLC; WINDSTREAM NEBRASKA, INC.; WINDSTREAM NEW YORK, INC.; WINDSTREAM NORTH CAROLINA, LLC; WINDSTREAM OHIO, LLC; WINDSTREAM OKLAHOMA, LLC; WINDSTREAM PENNSYLVANIA, LLC; WINDSTREAM SOUTH CAROLINA, LLC; WINDSTREAM STANDARD, LLC; WINDSTREAM SUGAR LAND, LLC; WINDSTREAM WESTERN RESERVE, LLC

AND

DISH WIRELESS L.L.C.

FOR THE STATES OF ALABAMA, ARKANSAS, FLORIDA, GEORGIA, IOWA, KENTUCKY, MISSISSIPPI, MISSOURI, NEBRASKA, NEW YORK, NORTH CAROLINA, OHIO, OKLAHOMA, PENNSYLVANIA, SOUTH CAROLINA, TEXAS

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# INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is entered into by and between DISH Wireless L.L.C. ("Carrier"), a Colorado limited liability company, having an office at 9601 S. Meridiam Blvd., Englewood, CO 80112 and Georgia Windstream, LLC, Oklahoma Windstream, LLC, Texas Windstream, LLC, Valor Telecommunications of Texas, LLC d/b/a Windstream Communications Southwest, Windstream Accucomm Telecommunications, LLC, Windstream Alabama, LLC, Windstream Arkansas, LLC, Windstream Buffalo Valley, Inc., Windstream Communications Kerrville, LLC, Windstream Concord Telephone, LLC, Windstream Conestoga, Inc., Windstream D&E, Inc., Windstream Florida, LLC, Windstream Georgia Communications, LLC, Windstream Georgia Telephone, LLC, Windstream Georgia, LLC, Windstream Iowa Communications, LLC, Windstream Kentucky East, LLC, Windstream Kentucky West, LLC, Windstream Mississippi, LLC, Windstream Montezuma, LLC, Windstream Nebraska, Inc., Windstream New York, Inc., Windstream North Carolina, LLC, Windstream Ohio, LLC, Windstream Oklahoma, LLC, Windstream Pennsylvania, LLC, Windstream South Carolina, LLC, Windstream Standard, LLC, Windstream Sugar Land, LLC, Windstream Western Reserve, LLC (individually and collectively "Windstream"), having an office at 4001 Rodney Parham Road, Little Rock, AR 72212. Carrier and Windstream are hereinafter referred to collectively as "the Parties" and individually as a "Party". The effective date of this Agreement will be the first Business Day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement ("Effective Date").

**WHEREAS,** Carrier holds authority from the Federal Communications Commission to operate as a wireless carrier to provide telecommunications services and intends to provide wireless communications service pursuant to such authority; and

**WHEREAS,** the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Windstream and Carrier; and

**WHEREAS,** the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the applicable state regulatory commissions (the "Commission"); and

**WHEREAS,** the parties wish to replace any and all other prior interconnection agreements between the Parties, both written and oral, applicable to the states of Alabama, Arkansas, Florida, Georgia, Iowa, Kentucky, Mississippi, Missouri, Nebraska, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina and Texas;

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Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Windstream hereby mutually agree as follows:

## PART A - DEFINITIONS

### 1. DEFINED TERMS

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 the Commission. 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.

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

1.3. "Affiliate" is as defined in the Act.

1.4. "Ancillary Services" means optional supplementary services of N11 and Service Access Codes (600, 700, 800 and 900 services, but not including 500 services).

1.5. "Ancillary Traffic" means all traffic destined for ancillary services.

1.6. "Authorized Services" means those wireless services which Carrier may lawfully provide pursuant to applicable law, including the Act, and that are considered to be wireless and those service which Windstream may lawfully provide pursuant to applicable law, including the Act, and that are considered to be wireline.

1.7. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all holidays listed on Windstream's website (www.windstream.com).

1.8. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:

1.8.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.

1.8.2. "Tandem Switches" are switches which are used to connect and

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switch trunk circuits between and among Central Office Switches.

1.8.3. "Mobile Switching Center" or "MSC" means Carrier's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to, from and among its end users and other telecommunications companies.

1.8.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

1.9. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

1.10. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and a Windstream End Office Switch, or between a Windstream End Office Switch and a Remote Switch. Common transport is shared between multiple telecommunications carriers.

1.11. "Dedicated Transport" provides a local interoffice transmission path between Windstream' s Central Office and the Carrier's Central Office. Dedicated transport is limited to the use of a single telecommunications carrier.

1.12. "Effective Date" is the date referenced in the opening paragraph of the Agreement.

1.13. "End Date" is the date this Agreement terminates pursuant to Part B Section 3.2 upon the expiration of the Initial Term and any automatic renewals pursuant to Section 3.1.

1.14. "FCC" means the Federal Communications Commission.

1.15. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

1.16. "Indirect Traffic" means traffic that is originated by the end user of one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. The end user of either Party cannot be a telecommunications carrier.

1.17. "Interconnection" means the connection of separate pieces of equipment or

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transmission facilities within, between or among networks for the transmission and routing of traffic.

1.18. "Interexchange Carrier" ("IXC") means a provider of Interexchange telecommunications services.

1.19. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between an end user of a LEC and an end user of Carrier that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

1.20. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged between Windstream and Carrier that originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202.

1.21. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

1.22. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.23. "Numbering Plan Area" ("NPA" - sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.24. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator, which is defined by the fourth, fifth, and sixth digits of a ten-digit telephone number within the NANP.

1.25. "Ordering and Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications

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Industry Solutions (ATIS).

1.26. "Parity" means, the provision by Windstream of services or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those provided to Windstream end users or any other entity that obtains such services or numbering resources from Windstream. Windstream shall provide such services or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its end users or any other entity that obtains such services or telephone numbering resources from Windstream.

1.27. "Party" means either Windstream authorized to provide Telecommunications Service in the state or Carrier. "Parties" means both Windstream and Carrier.

1.28. "Point(s) of Interconnection" ("POI") is a mutually agreed upon point(s) of demarcation on Windstream's interconnected network where the networks of Windstream and Carrier interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.

1.31. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) of Windstream.

1.32. "Tariff" means a document filed at the relevant state or federal regulatory commission for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.33. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.34. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.

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

1.36. "Transiting Service" means switching and intermediate transport by a third party, who is not subject to this agreement, for traffic originating from and terminating to the Parties.

1.37. "Trunk" means the switch port interface(s) used and the communications

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path created to connect Carrier's network with Windstream's interconnected network for the purpose of exchanging Authorized Services for purposes of interconnection.

1.38. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer that transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.39. "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

## PART B - GENERAL TERMS AND CONDITIONS

## 1. SCOPE OF THIS AGREEMENT

1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein include the exchange of traffic between Carrier and Windstream that originates and terminates with end users of the Parties. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services provided by Windstream under this Agreement are for the exchange of traffic with Carrier that is Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used by Carrier or Windstream to terminate or exchange other types of traffic. Both Parties shall not deliver any traffic other than Authorized Services traffic to the other Party unless it has obtained the other Party's written consent. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network.

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1.2. Windstream shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Windstream agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

1.3. The services and facilities to be provided to Carrier by Windstream in satisfaction of this Agreement may be provided pursuant to Windstream Tariffs and then current practices on file with the appropriate Commission or FCC. To the extent Carrier requests and Windstream provides a tariffed service to Carrier, the terms and conditions of the Windstream tariff will apply to such service.

1.4 Nothing in this Agreement shall affect Windstream's landline retail end user calling scope or other Interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

## 2. REGULATORY APPROVALS

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the appropriate State Commission for approval in accordance with Section 252 of the Act. Windstream and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2. 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 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 or other legal action purporting to apply the provisions of the Act 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

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amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3. Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

2.4 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

## 3. TERM AND TERMINATION

3.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement ("Initial Term"), and thereafter the Agreement shall renew on a month to month basis, unless and until terminated as provided herein.

3.2 Either Party may terminate or request renegotiations of this Agreement by providing at least 60 days advanced written notice to the other Party. However, no such request shall be effective prior to the date two (2) years from the Effective Date of this Agreement.

3.3 This Agreement shall be deemed effective upon the Effective Date. No order or request for services under this Agreement shall be processed before the Effective Date.

3.4 For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment 1 shall be applied to those arrangements. To the extent that Windstream is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.

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3.5 Except as provided herein, Windstream and Carrier agree to provide service to each other under the terms of this Agreement for a period ending on the End Date.

3.6 Unless the agreement is being terminated due to Default of the other party, this Agreement will remain in effect until the effective date of a replacement agreement.

3.7 In the event of uncured Default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 30 days after written notice thereof Default is defined to include:

- Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- Either Party's breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.

In addition, this Agreement shall be null and void if Carrier has not placed an order for a service or facility or terminated traffic hereunder by one (1) year following Effective Date. If Carrier has not placed an order for a service, a facility, or terminated traffic within one (1) year, Windstream shall provide Carrier with notice of Windstream's intent to terminate the Agreement. Carrier shall have thirty (30) calendar days to indicate in writing to Windstream that Carrier intends to place orders or terminate traffic within thirty (30) calendar days. If Carrier cannot meet this timeframe for placing orders or terminating traffic, the Agreement will be terminated. If Carrier does not intend to place orders or terminate traffic, this Agreement shall be deemed suspended and Windstream shall apply to the Commission to terminate the Agreement.

3.8 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.9 Notwithstanding the above, should Windstream sell or trade substantially all the assets in an exchange or group of exchanges that Windstream uses to provide Telecommunications Services, then Windstream may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon 60 days prior written notice.

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3.10 Notwithstanding the above, should Carrier sell or trade substantially all the assets in a franchise area or group of franchise areas that Carrier uses to provide Authorized Services, then Carrier may terminate this Agreement in whole or in part as to that particular franchise area or group of franchise areas upon 60 days prior written notice.

## 4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

4.1. In the event that this Agreement is terminated under section 3.0, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of termination so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under section 3.7, or for termination upon sale under section 3.9, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted on a month to month basis until a replacement agreement is reached through negotiation or arbitration, provided that a Party has requested negotiation of a replacement agreement.

## 5. AUDITS AND EXAMINATIONS

5.1. As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per 12-month period. The audit period will be limited to the previous 12-month period from the date of the audit request for any adjustments, credits or payments. The data, records and accounts under review by the requesting party will be limited to a reasonable sample within the previous 12 months. Any requests for data, records and accounts beyond a reasonable sample, will be deemed a special data extraction.

5.2. Upon 30 days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided under this Agreement. Within the above-described 30-day period, the Parties will agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited

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Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any software is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the software is to be retained by Audited Party for reuse for any subsequent Audit.

5.4. The Requesting Party will provide the Audited Party a final audit report listing all findings and compensation owed to each Party. Upon agreement of the audit findings between the Parties, adjustments, credits or payments shall be made and any corrective action shall commence within 30 days. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of one year.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1. Any intellectual property which originates from or is. developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of both parties to ensure, at no separate or additional cost

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to the other party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network to the extent of its own use of facilities or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by the other party to its end-user customers.

6.2. Following notice of an infringement claim against one party ("Infringing Party") based on the use by the other party of a service or facility, the other party shall at the other party's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if the other party fails to do so, the Infringing Party may charge the other party for such costs if permitted under a Commission order.

## 7. LIMITATION OF LIABILITY

7.1. With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which time such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors which are caused by the negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

7.2 Neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages suffered by such other party (including, without limitation, damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party), regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind, whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result that arise out of this Agreement. Each party hereby releases the other party (and such other party's subsidiaries and

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affiliates, and their respective officers, directors, employees and agents) from any such claims arising out of this Agreement. Nothing contained in this section will limit a party's liability to the other party for: (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by a party's negligent act 9r omission, or that of their respective agents, subcontractors or employees.

## 8. INDEMNIFICATION

8.1 Each Party agrees to defend, indemnify and hold harmless the other Party, its officers, directors, employees, and agents (each an "Indemnified Party") from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

8.2 Carrier shall defend, indemnify and hold Windstream harmless from all claims by Carrier's end users.

8.3 Windstream shall defend, indemnify and hold Carrier harmless from all claims by Windstream's end users.

8.4 The indemnifying Party agrees to defend any suit brought within the scope of Sections 8.1, 8.2 and 8.3 against an Indemnified Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

8.5 The Indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof provided, however, that no settlement involving a non-monetary concession by the indemnified Party, including an admission of liability, equitable relief, or other relief that could affect the rights of the indemnified Party, shall be effective without the written approval of the indemnified Party. The indemnifying Party shall not be liable under this

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Article for settlement by the Indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the indemnifying Party.

8.7 In addition to its indemnity obligations hereunder, each Party may, to the extent allowed by law or Commission Order, provide, in its tariffs and/or contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in section 7 above).

## 9. CONFIDENTIALITY AND PUBLICITY

9.I. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement to the extent such is marked as confidential, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, except such information including Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC shall automatically be deemed confidential information ("Confidential and/or Proprietary Information").

9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, or as is reasonably necessary to enforce its legal rights hereunder, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

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9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession :free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient :free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable
time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

9.5. Neither Party shall produce, publish, or distribute any press release, advertisement, or other publicity except as necessary to explain or respond to any public dispute between the Parties in connection with this agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

## 10. WARRANTIES

10.1. Except as specifically provided elsewhere in this agreement to the

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contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

## 11. ASSIGNMENT AND SUBCONTRACT

11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Windstream and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of money shall be void to the extent that it attempts to impose additional obligations other than the payment of such money on the other Party or the assignee, additional to the payment of such money.

## 12. GOVERNING LAW

12.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

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## 13. RELATIONSHIP OF PARTIES

13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## 14. NO THIRD PARTY BENEFICIARIES

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

## 15. NOTICES

15.1 Except as otherwise provided herein, all contract notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, on the date of delivery when sent by nationally recognized overnight courier, or on the date the mail is delivered or its delivery attempted when sent by certified mail, postage prepaid, return receipt requested.

**Contract Notices**

| | | | |
|---|---|---|---|
| If to Windstream: | Windstream<br>Attn: Sr. Negotiator - Interconnection<br>4001 Rodney Parham Road<br>1170 BIF03-53A<br>Little Rock, AR 72212 | If to Carrier: | DISH Wireless L.L.C.<br>Attn: Head of Telecom and Transport<br>P.O. Box 6655<br>Englewood, CO 80155 |
| with a copy to: | Windstream<br>Attn: Windstream Legal<br>4001 Rodney Parham Rd<br>1170 B1F03-53A<br>Little Rock, AR 72212 | with a copy to: | Interconnection Group<br>5701 Santa Fe Drive<br>Englewood, CO 80120<br>Email: ICA_Notices@dish.com |

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| | | | |
|---|---|---|---|
| **Billing /Tax Notices** | | | |
| If to Windstream: | Windstream<br>Attn: Staff Manager - CABS Department<br>4001 Rodney Parham Road<br>1170 B3F03-36B<br>Little Rock, AR 72212 | If to Carrier: | DISH Wireless, L.L.C.<br>Attn: Tax Department<br>9601 S. Meridian Blvd.<br>Englewood, CO 80112 |

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15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

## 16. WAIVERS

16.1. Failure of either Party to insist on performance of any duty, term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as an existing, continuing or future waiver of such duty, term, condition, right or privilege. All waivers under this Agreement must be in writing and signed by the waiving Party in order to be effective. This Agreement does not impinge on or otherwise negatively affect, and Windstream does not waive, any rights including, but not limited to, the rights afforded Windstream under §§ 251(f)(l) and (2) of the Act.

## 17. SURVIVAL

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive t ermination.

## 18. FORCE MAJEURE

18.1. Neither Party shall be held 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, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In

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the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Windstream, Windstream agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

## 19. DISPUTE RESOLUTION PROCEDURES

### 19.2 Billing Disputes

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party by the due date on the disputed bill. At a minimum, the dispute must contain the following information: claim number, invoice number, billing account number (BAN), dispute period, jurisdiction (local or interMTA), exchange and/or common language location identifier (CLLI) code (if applicable), bill date, quantity in dispute, dispute category, dispute amount and specific reason for dispute. If the billing dispute does not contain all necessary information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 19.2.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

19.2.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

19.2.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Billing Dispute, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to

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the third level of management for each of the respective Parties for resolution.

19.2.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Billing Dispute, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

19.2.1.3 If the dispute is not resolved within one hundred and twenty

19.2.1.4 (120) days of receipt of the Billing Dispute or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 19.5, may be invoked.

19.2.1.5 Upon execution of this agreement each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain, at a minimum, the name, title, phone number, fax number and email address for each escalation point identified in this section 19.2.1.

19.2.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment

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charges as set forth in section 5 Part C. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

19.2.2.1 For purposes of this subsection 19.2, a Billing Dispute shall not result in the refusal of either party to pay other undisputed amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Billing Dispute for purposes of this subsection 19.2.

19.2.2.2 Once the Billing Dispute has been resolved in accordance with this subsection 19.2, the disputing Party will make immediate payment on any and all of the previously disputed amounts found to be owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party by the next billing cycle.

19.2.2.3 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

19.3 **All Other Disputes**

All other disputes *(i.e.,* contractual disputes) shall be valid only if the dispute is within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

19.3.1 **Alternative to Litigation**

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19.3.1.1 The Parties desire to resolve disputes arising out of this Agreement without 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 the Dispute Resolution process, the Parties agree to use the Dispute Resolution procedure in 19.4 with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

19.3.1.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 19.4 below. The Parties will endeavor to informally resolve the dispute within ninety (90) calendar days of receipt of the Dispute Notice.

**19.4 Informal Resolution of Non-Billing Disputes**

In the case of a dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than thirty (30) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

**19.5 Formal Dispute Resolution**

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19.5.1 The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 19.4 above or in accordance with subsection 19.2.1.4, 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.

19.6 To the extent either party invokes Section 19, both parties agree to follow the dispute resolution procedures outlined therein without the use of other remedies, including but not limited to an embargo. Should either party fail to follow the procedures outlined therein, the other party is entitled to use other available remedies, including but not limited to an embargo.

## 20. COOPERATION ON FRAUD

20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

## 21. TAXES

21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

## 22. AMENDMENTS AND MODIFICATIONS

22.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

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22.2 If Carrier changes its name or makes changes to its company structure or identity due to merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify Windstream of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

## 23. SEVERABILITY

23.1. Subject to Section 2 - Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

## 24. HEADINGS NOT CONTROLLING

24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

## 25. ENTIRE AGREEMENT

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and upon the Effective Date, supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

## 26. COUNTERPARTS

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

## 27. SUCCESSORS AND ASSIGNS

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

## 28. IMPLEMENTATION

28.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties

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will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

## 29. SECURITY DEPOSIT

29.1 Unless specifically waived in writing, each Party reserves the right to require the account be secured with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of payments by the invoice due date for services pursuant to this Agreement to the requiring Party. A payment is delinquent if it is made after the payment due date.

29.2 Such security deposit shall take the form of cash or cash equivalent or other forms of security acceptable to the requiring Party.

29.3 If a security deposit is required on a new account, such security deposit shall be made prior to the establishment of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the requiring Party of additional orders for service.

29.4 The amount of such security deposit shall be equal to two (2) months' estimated billings as calculated by the requiring Party, or two times the most recent month's invoice amount on existing requiring Party accounts.

29.5 The fact that a security deposit has been made in no way relieves the depositing Party from complying with the requiring Party's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of the requiring Party providing for the discontinuance of service for non-payment of any sums due the requiring Party.

29.6 Each Party reserves the right to require an increase, and the depositing Party agrees to pay an increase in the security deposit requirements when, in the requiring Party's reasonable judgment, changes in the depositing Party's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

29.7 Any security deposit shall be held by the requiring Party as a guarantee of payment of any charges for services pursuant to this Agreement billed to the depositing Party, provided, however, the requiring Party may exercise its right to credit any cash deposit to the depositing Party's account upon the

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occurrence of any one of the following events:

29.7.1 when depositing Party's undisputed balances due to the requiring Party are more than thirty (30) days past due; or

29.7.2 when depositing Party files for protection under the bankruptcy laws; or

29.7.3 when an involuntary petition in bankruptcy is filed against depositing Party and is not dismissed within sixty (60) days; or·

29.7.4 when this Agreement expires or terminates.

29.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to Carrier when Carrier has made current payments for carrier services to Windstream and all Windstream ILEC affiliates for twelve (12) consecutive months.

## PART C - INTERCONNECTION AND RECIPROCAL COMPENSATION FOR AUTHORIZED SERVICES

### 1. INTERCONNECTION

1.1. Carrier shall interconnect with Windstream' s facilities either directly or indirectly as follows for the purpose of routing or terminating Authorized Services traffic as covered under this Agreement.

1.2. For direct interconnection, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection (POI) on Windstream's interconnected network, subject to Windstream having facilities at the POI of sufficient capacity to exchange traffic with Carrier, which may include a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Authorized Services traffic. By way of example, a technically feasible POI on Windstream's interconnected network in a LATA would include an applicable Windstream tandem, Windstream end office wire center, or meet point at Windstream's service area boundary. The availability of Interconnection established pursuant to Section 1.5 below, but, notwithstanding any other provision of this Agreement or otherwise, would not include a Carrier wire center, switch or any portion of a transport facility provided by Windstream to Carrier or another party between a Windstream wire center or switch and the wire center or switch of Carrier

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or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Windstream's interconnected network" shall apply (and are hereby incorporated by reference) each time the term "on Windstream's interconnected network" is used in this Agreement.

1.3. Direct interconnection to Windstream is available by the following types of interconnection:

1.3.1. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Windstream Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes subtending the Tandem Switch. Where Carrier elects Type 2A Interconnection, for delivery of traffic to a particular Windstream End Office, Carrier, at a minimum must establish a point of interconnection at the appropriate access tandem that the end office subtends as defined in the LERG. A Type 2A Interconnection cannot be used to reach Operator Services, Directory Assistance, 911/E911 or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX.

1.3.2. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Windstream End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Windstream NXX codes served by End Offices and Remote Switches subtending that Windstream End Office and cannot be used to reach EAS points, Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2B direct interconnection.

1.4 The Parties shall utilize direct end office facilities under any one of the following conditions:

1.4.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will

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mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Carrier and Windstream.

1.4.2 If either Party believes that the overall traffic volumes are at a significant level the Parties agree to meet and discuss other appropriate interconnection via the most reasonable technical means possible. Discussions under this section will conclude within six months or either Party may file a letter to open this Agreement for full renegotiation.

1.4.3 Mutual Agreement - The Parties may install direct end office facilities upon mutual agreement in the absence of conditions (1.4.1) or (1.4.2) above.

1.5 Interconnection Facilities for direct interconnection include, but are not limited to the following:

1.5.1 Windstream service area boundary as meet-point POI

Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the Windstream service area boundary POI and Carrier's MSC.

Windstream shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the Windstream service area boundary POI and Windstream's switch.

1.5.2 Carrier cell site within Windstream service area as POI

Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and Carrier's MSC.

Windstream shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and Windstream's switch.

1.5.3 Carrier determines the direct trunking approach (1.5.1 vs. 1.5.2) for each POI, subject to technical feasibility requirement and Windstream having facilities at the POI. Any dispute over location of POI will be handled pursuant to the Dispute Resolution Procedures as outlined in Part B, Section 19.

1.5.4 Once mutually agreed to, actual POIs will be identified either in this Agreement or through other mutually agreeable documentation.

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1.6 Each Party is responsible for the transport of calls exchanged between the Parties from its network to the POI. Each Party shall be responsible for providing its owned or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available.

## 2. EXCHANGE OF TRAFFIC

2.1. Where the Parties interconnect for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.

2.2. When traffic is not segregated according to traffic types, the Parties agree to use an InterMTA traffic factor to estimate the amount of traffic that is InterMTA. Based upon the unique MTA geography of the areas served by the Parties, for the first six (6) months of this Agreement and thereafter unless changed as provided herein, the InterMTA traffic factor will be as specified in Attachment 1 - Price List which will be applied only on minutes of use terminating from Carrier to Windstream at the InterMTA Rate specified in Attachment 1 - Price List. Following the initial six (6) month period, Carrier may conduct a state-specific traffic study, using a minimum of 30 days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage, the results of which may be used prospective upon mutual agreement of the Parties; provided, however, that the InterMTA factor shall not be revised more often than once every six months. Carrier will provide Windstream the traffic data used in the study to determine the InterMTA factor. If the Parties cannot reach agreement, than either Party may invoke the Dispute Resolution Process as outlined in Part B, Section 19.

2.3. Each party will provide SS7 signaling for its Local Traffic at its own cost, unless otherwise agreed by the Parties.

2.3.1. In the event SS7 facilities are not available from Windstream, Carrier may, at its option, obtain multifrequency signaling.

2.3.2. Each Party is responsible for the transport of originating calls from its network to the POI.

2.4. Windstream agrees to provide local dialing parity on calls to Carrier's NPA/NXXs associated with Windstream's local and EAS calling scopes, regardless of whether calls are delivered directly or indirectly.

2.5. As used in this Section, tandem transit traffic is telephone exchange service

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traffic that originates on Carrier's network, and is transported through a Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant Windstream tandem to which Carrier delivers such traffic. Neither the originating nor terminating customer of such traffic is a customer of Windstream with respect to such traffic. Subtending central offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through a Windstream end office.

2.6. Tandem transit traffic may be routed over interconnection trunks. Carrier shall deliver via ISUP signaling, including provision of Calling Party Number (CPN).

2.7. Carrier shall pay Windstream for transit service that Carrier originates at the appropriate rate specified in the Attachment 1 Price List.

2.8. Carrier acknowledges that Carrier is responsible for compensation, if any, to third parties to which Windstream transits Carrier originated traffic to such third party as long as Windstream provides or otherwise makes available information to such third party to allow such third party to identify the traffic as being originated by Carrier.

2.9 It is Carrier's responsibility to make appropriate termination arrangements with any terminating carrier to which it delivers telecommunications service traffic that transits Windstream's tandem office. Until measurements show the total volume of Carrier's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, Carrier shall pay Windstream for transit service that Carrier originates at the rate for transit traffic as specified in Attachment 1 Price List. When measurements show the total volume of Carrier's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, Carrier shall pay Windstream for transit service that Carrier originates at the rate for transit traffic as specified in Attachment 1 Price List. For purposes of this section, volumes of traffic and the applicable transit rate/s will apply separately to each Windstream operating company as identified in the LERG.

**3.** Types of Traffic and Services

3.1 This Agreement applies only to the exchange of Authorized Services stated in this Agreement. Traffic originating from end users whose service is provisioned by the combination of unbundled network elements including local switching

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(UNE-P) lines is excluded from this agreement. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are handled elsewhere, as referenced in sections 1.1 and 1.2 of Part B and 4.1 of Part C.

## 4. COMPENSATION

4.1 InterMTA Traffic

4.1.1. Compensation for InterMTA Traffic originating from Carrier and terminating to Windstream shall be at the rate specified in Attachment 1.

4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Windstream and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate Interexchange carrier when 1010XXX dialing is used.

4.2. Local Traffic. As long as the provisions of Section XV (C) of FCC Order 11-161 (FCC Order) or other applicable order are in effect, the Parties shall not bill each other for the exchange of Local Traffic.

4.3. Paging Traffic. Windstream will not engage in reciprocal compensation arrangements with Carriers providing paging services.

4.4. Carrier may conduct a state-specific traffic study, using a minimum of 30 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which may be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for Carrier's billing to Windstream every six months thereafter upon mutual agreement of the Parties and at the request of either Party. Carrier will provide Windstream traffic data used in the study to determine the actual traffic volumes. If the Parties cannot reach an agreement, then either Party may invoke the Dispute Resolution Procedures as outlined in Section 19.

4.5 Interconnection Facilities

4.5.1 Dedicated Transport rates apply to dedicated transport facilities that Carrier leases from Windstream. Dedicated Transport rates will be as

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listed in the applicable Windstream access tariffs.

4.5.2 Nonrecurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Windstream's Central Offices are subject to a nonrecurring charge. These non-recurring rates will be as listed in the applicable Windstream access tariffs.

## 5. CHARGES AND PAYMENT

5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1.

5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in subsection 5.6 below, shall apply.

5.3 Payment is not due for any and all billed amounts which are disputed until such dispute has been resolved in accordance with the provisions governing billing dispute resolution outlined in section 19 of Part B of this Agreement.

5.4 Neither party will be obligated to accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from the other party while any past due, undisputed charges remain unpaid for any service covered by this Agreement and reserves the right to terminate existing services. The Parties agree that termination of existing service for past due, undisputed charges will not occur without reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuance of such service or arrangement.

5.5 If payment on the undisputed amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

5.6 The Parties agree that interest on past due balances related to undisputed bills will apply at the lesser of 1% or the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

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## 6. BILLING

6.1. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

6.2. Both parties will route indirect traffic to an NPA-NXX of the other Party as specified in the Location Exchange Routing Guide (LERG) and as specified in detail in section 4.3 above. Where the Parties have established a direct connection between Windstream and Carrier, both Parties will route traffic over such direct connection. For indirect traffic, each Party will be responsible for making appropriate arrangements with the third-party transit company regarding such Party's own originated traffic. When the rating point and routing point for an NPA-NXX are not within the same rate center, if Windstream cannot record the traffic terminating to Windstream originating from these NPA-NXX's of the CRMS provider, then Windstream will use meet-point billing records or industry standard records from third party carrier. If Windstream cannot obtain records from third party carriers for traffic originating from Carrier, then Carrier must provide billing records to Windstream for Windstream to bill Carrier. Both Parties are responsible for establishing transport arrangements with the third party for the transiting of the traffic for these NPA-NXX's.

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## PART D- NETWORK MAINTENANCE AND MANAGEMENT

### 1. GENERAL REQUIREMENTS

1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

1.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

| Carrier | Windstream |
|---|---|
| Phone: 303.706.5929 | Phone: 330.650.7929 |
| Fax: | Fax: 330.650.7918 |

1.3. Windstream will process Carrier maintenance requests at Parity.

1.4. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Windstream shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is expressly considered part of this requirement.

1.5. Each Party is required to maintain accurate LERG data as part of this Agreement.

1.6. Windstream will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Windstream will respond to Carrier customer alarms at Parity with response to alarms for its own customers.

1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

### 2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

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2.1. Windstream shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

## 3. SERVICE PROJECTIONS

3.1. Windstream and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

3.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;

3.1.2. Two-Six Codes for each trunk group;

3.1.3. Quantity of trunks in service;

3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

## 4. QUALITY OF SERVICE

4.1. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.

4.2. Carrier and Windstream shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

## 5. INFORMATION

5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

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## PART E -ACCESS TO TELEPHONE NUMBERS

### 1. GENERAL REQUIREMENTS

1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

**IN WITNESS WHEREOF,** each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

DISH Wireless, L.L.C.

By: DocuSigned by: 52276CA2D7EA45C...

Name: Jeff McSchooler

Title: EVP – Wireless Network Operations

Date: 9/29/2021

Reviewed by: Alison Minea DS AMM

Reviewed by: Mac McNamara DS MEM

Georgia Windstream, LLC, Oklahoma Windstream, LLC, Texas Windstream, LLC, Valor Telecommunications of Texas, LLC d/b/a Windstream Communications Southwest, Windstream Accucomm Telecommunications, LLC, Windstream Alabama, LLC, Windstream Arkansas, LLC, Windstream Buffalo Valley, Inc., Windstream Communications Kerrville, LLC, Windstream Concord Telephone, LLC, Windstream Conestoga, Inc., Windstream D&E, Inc., Windstream Florida, LLC, Windstream Georgia Communications, LLC, Windstream Georgia Telephone, LLC, Windstream Georgia, LLC, Windstream Iowa Communications, LLC, Windstream Kentucky East, LLC, Windstream Kentucky West, LLC, Windstream Mississippi, LLC, Windstream Montezuma, LLC, Windstream Nebraska, Inc., Windstream New York, Inc., Windstream North Carolina, LLC, Windstream Ohio, LLC, Windstream Oklahoma, LLC, Windstream Pennsylvania, LLC, Windstream South Carolina, LLC, Windstream Standard, LLC, Windstream Sugar Land, LLC, Windstream Western Reserve, LLC

By: DocuSigned by: S. Lynn Hughes 6793F944135143B...

Name: S. Lynn Hughes

Title: Director – Carrier Interconnect

Date: 9/30/2021

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**ATTACHMENT 1 – PRICE LIST**

| Description | |
|---|---|
| **Reciprocal Compensation** | Bill and Keep |
| | |
| | |
| | |
| | |
| **Balance of Traffic Factors** | |
| Carrier | 60% |
| Windstream | 40% |
| | |
| **InterMTA Factor (Applies only to traffic originating from Carrier and terminating to Windstream)** | 4% |
| | |
| **Windstream InterMTA Rate** | **Applicable Rates from Windstream's Interstate Access Services Tariff** |
| | |
| **Tandem Transit Traffic Rate for Carrier originated traffic to third parties** | |
| Rate Applicable until Transit Traffic Exceeds 500,000 MOU/month | $0.0045 |
| Rate Applicable after Transit Traffic Exceeds 500,000 MOU/Month | $0.0055 |
| | |