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SECRETARY
Filed
Jan 15, 2014
APSC

--Via Federal Express --

January 15, 2014

Alabama PSC
Att: Walter Thomas, Secretary
100 N. Union Street
RSA Union, Suite 850
Montgomery, Al 36104

RE: New Interconnection Agreement Between Windstream Alabama, LLC and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

Dear Mr. Thomas:

Please find enclosed an original signed and one copy of the new interconnection agreement between Windstream Alabama, LLC and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility which needs to be filed at the Alabama commission.

An electronic copy of this agreement has been filed utilizing the Alabama e-Filing System.

Included is a self addressed, stamped envelope. Please return a copy of the approval at your convenience.

Please call me at 501-748-5397 if you have any questions regarding this filing.

Sincerely,

Scott Terry
Enclosures

COMMERCIAL MOBILE RADIO SERVICES

INTERCONNECTION AGREEMENT

BETWEEN

WINDSTREAM ALABAMA, LLC

AND

NEW CINGULAR WIRELESS PCS, LLC D/B/A AT&T MOBILITY

FOR

ALABAMA

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INTERCONNECTION AGREEMENT

The Effective Date of this Interconnection Agreement ("Agreement") will be January 1, 2014. ("Effective Date") and is entered into by and between New Cingular Wireless PCS, LLC, on behalf of itself and its Commercial Mobile Radio Service operating Affiliates, d/b/a AT&T Mobility ("Carrier"), a Delaware limited liability company, with its corporate office located at 1025 Lenox Park Blvd., Atlanta, GA 30319 and Windstream Alabama, LLC (Windstream), an Alabama limited liability company, having an office at 4001 Rodney Parham Road, Mailstop B1F02-1212A, Little Rock, AR 72212. Carrier and Windstream are hereinafter referred to collectively as "the Parties".

WHEREAS, Carrier holds authority from the Federal Communications Commission to operate as a cellular licensee to provide Authorized Services in Alabama, and provides commercial mobile radio services employing such licensed frequency(ies); and

WHEREAS, Windstream is an Incumbent Local Exchange Carrier with local service areas in Alabama; 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, as further defined and described within, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations hereunder, to comply with the Act, the rules and regulations of the FCC, and the orders, rules and regulations of the Commission ; and

WHEREAS, the Parties wish to replace and terminate any and all other prior interconnection agreements between the Parties, both written and oral, applicable to the state of Alabama;

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

1.1. 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, including the Telecommunications Act of 1996.

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 CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties. Authorized Services traffic excludes paging traffic.

1.7. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

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 switch trunk circuits between and among Central Office Switches.

1.8.3. "Mobile Switching Center" or "MSC" means an element of Carrier's network which performs the switching for the routing of calls among its end users and end users of other wireless or landline telecommunications companies. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

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 "Commission" means the Alabama Public Service Commission.

1.11 "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.

1.12 Intentionally omitted.

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

1.14. "End Date" is the date this Agreement terminates as referenced in Section 3.1.

1.15 "Extended Area Service" or "EAS" is as defined and specified in Windstream's then current Tariff.

1.16 "FCC" means the Federal Communications Commission.

1.17 "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.

1.18 "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 can not be a telecommunications carrier. Indirect traffic does not require a physical direct trunk group between the Parties.

1.19 "Interconnection" means the connection, direct or indirect, of separate pieces of equipment or transmission facilities within, between or among networks for the transmission and routing of traffic. The architecture of interconnection may include mid-span meet arrangements.

1.20 "Interexchange Carrier" ("IXC") means a carrier that provides or carries toll traffic between a point located in a local access and transport area and a point located outside such area ("InterLATA Toll Traffic") or IntraLATA Toll Traffic. As used in this Agreement, an Interexchange Carrier is not a provider of point to point transport services.

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

1.22 "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Windstream's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

1.23 "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged directly or indirectly between Windstream and Carrier that at the beginning of the call originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Windstream's landline retail end user calling scope or interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas, except that Windstream agrees to provide local dialing parity for calls to Carrier's NPA/NXXs associated with Windstream's local and EAS calling scope. For purposes of this Agreement, Local Traffic does not include any traffic that is transmitted to or returned from the public Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

1.24 "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).

1.25 "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.

1.26 "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service, which is to be provided by two or more telecommunications carriers.

1.27 "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.

1.28 "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.

1.29 "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.

1.30 "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.31 "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.

1.32 "Party" means either Windstream or Carrier.

1.33 "Point Of Interconnection" ("POI") is , for direct interconnection, any technically feasible point on Windstream's network, subject to Windstream having facilities at the POI of sufficient capacity to exchange traffic with Carrier. The availability of a POI will not be limited or restricted as a result of any need by Windstream for additional capacity on interoffice facilities between a Windstream tandem and a subtending Windstream end office. With respect to Carrier's originated indirect traffic, the POI will be adjacent to and on the Windstream side of the third party LEC's tandem through which Windstream and Carrier are indirectly interconnected. With respect to Windstream originated indirect traffic, the POI will be adjacent to and on Carrier's side of the third party LEC's tandem through which Windstream and Carrier are indirectly interconnected. The POI will function as the line of financial responsibility between Windstream and Carrier for the exchange of Local Traffic.

1.34 "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.

1.35 "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.

1.36 "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.

1.37 "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.

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

1.39 "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.

1.40 "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.

1.41 "Trunk" means the switch port interface(s) used and the communications path created to connect Carrier's network with Windstream's interconnected network for the purpose of exchanging Authorized Services for purposes of interconnection.

1.42 "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 those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.43 "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 Interconnection will not be used by either Party to terminate or exchange other types of traffic. Neither Party shall deliver any other traffic to the other Party unless it has obtained that 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.

1.2. Windstream shall not discontinue any interconnection arrangement or Telecommunications Service purchased pursuant to this agreement without first obtaining an order from the Commission or as otherwise required by law. 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. A valid billing dispute as defined in Part B Section 19 that is open and has not been resolved shall not be used as justification for seeking the discontinuance of services purchased pursuant to this agreement or refusal to process orders for tariffed services.

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 Commission or FCC. In the event services and facilities are provided to Carrier by Windstream pursuant to Windstream's Tariffs, the provisions of the Windstream Tariffs will apply to those services only.

2. REGULATORY APPROVALS

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the 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 only such revisions as may reasonably be necessary 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 amended accordingly to reflect the pricing, terms and conditions of each such Amended Rule relating to any of the provisions in this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the obligations under the Act as determined by the Amended Rules. If the Parties do not come to agreement on the rates, terms, and conditions of the proposed modification within forty-five (45) days of the date upon which notice was received by one of the Parties, then either Party may seek relief of the dispute from the Commission, FCC, or other court of competent jurisdiction.

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.

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, 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 sixty (60) days 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. All amounts claimed by either Party to be due and owing for services provided or asserted to have been provided under the prior interconnection agreement between the Parties and not finally resolved (e.g., by payment or dispute resolution) as of the Effective Date shall remain outstanding notwithstanding the effectiveness of this Agreement; provided, however, that the terms of the prior interconnection agreement that governed the rights and obligations of the Parties with respect to such claims and disputes for services provided or asserted to have been provided under the prior interconnection agreement shall continue to govern with respect thereto.

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.

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. In the event that the Parties pursue a new agreement through negotiation or arbitration, this Agreement will remain in effect until the effective date of the replacement agreement.

3.7. In the event of 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 forty-five (45) days after written notice thereof. Default is defined to include:

3.7.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

3.7.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

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 ninety (90) days' prior written notice. Such notice will include contact information for successor party-in-interest.

4. POST-TERMINATION INTERIM SERVICE ARRANGEMENTS

4.1. In the event that this Agreement is terminated under Section 3, 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 shall 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. INTENTIONALLY LEFT BLANK

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 Windstream to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Windstream's network to the extent of Windstream's 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 Carrier 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 Carrier to its end-user customers.

6.2. Following notice of an infringement claim against either Party's property, the Party making the claim 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 Party making the claim fails to do so, the Party making the claim may charge the other Party for such costs as 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. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claims. 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 or 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 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 subscribers.

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

8.4 The indemnifying Party under this Article agrees to defend any suit brought against the other 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. The indemnifying Party shall not be liable under this 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 shall, 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, provisions (1) limiting the Party's liability for damages to its subscribers, and (2) precluding the recovery of consequential damages from the Party by its subscribers.

9. CONFIDENTIALITY AND PUBLICITY

9.1. 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, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

9.2. For a period of three (3) years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (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.

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. Nothing herein shall be construed as limiting the rights or obligations of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

9.7. Notwithstanding the above, the Parties may share Confidential Information with their respective Affiliates, provided those Affiliates agree to be bound to the terms of the confidentiality provisions of this section; and AT&T Mobility may authorize an agent to perform certain bill validation payment functions, financial and other administrative/accounts payable operational tasks, and may share Confidential Information with such agents in conjunction with performance of such functions and tasks, provided any such agent agrees to be bound by the confidentiality provisions of this section and AT&T Mobility provides written identification of the agents to whom Confidential Information is being provided and confirmation of such agents' agreement to be so bound.

10. WARRANTIES

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

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, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

Contract Notices

If to Windstream:	Windstream Communications Director - Negotiations 4001 Rodney Parham Road Mail Stop: B1-F02-1212A Little Rock, AR 72212	If to Carrier:	AT&T Mobility LLC 1277 Lenox Park Blvd. Suite 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Phone: 404-499-6086 Fax: 404-986-8452
with a copy to:	Windstream Director Telecom Policy 4001 Rodney Parham Road Mailstop: B1F02-1212A Little Rock, AR 72212	with a copy to:	AT&T Services, Inc. Legal Department 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel Phone: 404-335-0710 Fax: 404-927-3618

Billing Notices

If to Windstream:	Windstream Attn: Staff Manager 4001 Rodney Parham Road Mailstop: B3F03-36B Little Rock, AR 72212	If to Carrier:	Billing Notices, if to carrier: AT&T Mobility C/O TEOCO 12150 Monument Drive Suite 700 Fairfax, VA 22033 (in "RE" space put "Xtrak")

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 16.

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, as well as all waivers under this Agreement must be in writing and signed by the waiving Party in order to be effective. The Parties acknowledge that Windstream maintains that it is entitled to assert and/or seek all available rights afforded Rural Telephone Companies and fewer than two percent (2%) rural carriers under the Act including, but not limited to, exemptions, suspensions, and modifications under §§ 251(f)(1) 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 termination.

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 3 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 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

19.1 **Intentionally Omitted**

19.2 **Billing Disputes**

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party within 12 months of the due date of the bill. If the billed party does not dispute the charges within twelve (12) months of the due date of the bill, the billed party will be deemed to have forfeited any and all rights to seek refund of the charges. 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 provide a Dispute Notice and escalate the dispute as outlined in Section 19.2.1. If escalation of the billing dispute does not occur within the sixty (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 Notice.

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 Dispute Notice, 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 Dispute Notice , the dispute will be escalated to 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) days of receipt of the Dispute Notice 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.

19.2.1.3 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 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. If a dispute results in Windstream providing Carrier a credit for non-interMTA usage charges, Carrier shall provide Windstream a corresponding credit based on the Traffic Factors listed in Exhibit 1 – Price List by the next billing cycle without requiring Windstream to submit a billing dispute.

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**

19.3.1 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.

19.3.2 No action/demand for arbitration, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than three (3) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

19.3.3 **Alternative to Litigation**

19.3.3.1 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.

19.3.3.2 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 sixty (60) calendar days of receipt of the Dispute Notice.

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

In the case of a non-billing 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 sixty (60) 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**

19.5.1 The Parties agree that except for disputes relating to Amended Rules for which the provisions of Section 2.2 are applicable, 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, 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.

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. Each Party purchasing products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to the products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

21.2 With respect to any purchase of products or services under this Agreement if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax (ii) the purchasing party shall be required to pay all such taxes to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

21.3 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

21.4 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

21.5 To the extent a purchased product or service is claimed to be tax exempt, the purchasing Party shall furnish the providing Party a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption. Failure to timely provide said tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to

the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

21.6 With respect to any Tax or Tax controversy covered by this Section 21, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

21.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 21 shall be sent in accordance with Section 15, Notices, hereof.

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.

22.2 If either Party 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 that Party to notify the other Party 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 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 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. The minimum amount of a security deposit is $10,000.

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 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.

29.7.5 If requiring Party draws on a deposit, upon request by the requiring Party, the depositing Party shall replace the deposit with additional funds conforming to the requirements of Section 29.

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. In the case of a cash deposit, interest at a rate as set forth in the appropriate Windstream Tariff shall be paid to the depositing Party during the possession of the security deposit by the requiring Party. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to the depositing Party by the accrual date. Cash or cash equivalent security deposits will be returned to depositing Party when has made current payments for services pursuant to this Agreement to the requiring Party for twelve (12) consecutive months.

PART C – INTERCONNECTION AND 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 Point of Interconnection on Windstream's interconnected network would include an applicable Windstream tandem or Windstream end office wire center, or meet point at Windstream's service area boundary. The availability of a POI will not be limited or restricted as a result of any need by Windstream for additional capacity on interoffice facilities between a Windstream tandem and a subtending Windstream end office.

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 with Windstream End Offices subtending the tandem switch. 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 trunk groups under any one of the following conditions:

1.4.1 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Carrier's switch and an Windstream end office that directly subtends a third party LEC's tandem or either Party receives billing records from a third party LEC and such traffic meets or exceeds 500,000 mobile-to-land minutes of use for 3 consecutive months, then the

Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. The Parties will install additional capacity between such points when overflow traffic meets or exceeds 500,000 mobile-to-land minutes of use for a single month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold; or

1.4.2 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of condition (1.4.1) above. Except where facilities overflow or are out of service, where the Parties interconnect directly, (a) Windstream agrees to route over such direct facilities its originated traffic to Carrier's designated NPA/NXXs associated with rate centers that are local or EAS to the originating caller, and (b) Carrier agrees to deliver over such direct connections its originated traffic to Windstream's NPA/NXXs associated with the end office to which Carrier has connected or associated with an end office that subtends the tandem to which Carrier has connected.

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. The Parties have agreed that based upon the unique MTA geography of the areas served by the Parties, Windstream will bill Carrier and Carrier will pay Windstream the interMTA rate specified in Attachment 1 for 2,403 minutes per month. This amount is based on a traffic study and represents a resulting agreed-upon aggregate estimate of the amount of MOUs for which a Windstream customer dials a local number assigned to Carrier's customer but the call is terminated to Carrier in an MTA other than the MTA where the call originated. By agreeing herein to pay compensation to Windstream for such traffic, Carrier does not waive its right, in any other negotiation, arbitration or litigation, to assert that it has no legal liability to pay compensation for such traffic.

2.3. Where available, Windstream will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. Costs of STP bridge links and port terminations used when connection is required between Carrier's and Windstream's STPs shall be handled on a bill and keep basis. Carrier may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with Windstream using a Third Party Provider's network, provided that the Third Party has established SS7 interconnection with Windstream.

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

2.5. Where the Parties interconnect directly, and as further described in sections 4.7.1 and 4.7.2, each Party is responsible for the cost of transport on its side of the POI.

2.6. 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.

3. TYPES OF TRAFFIC AND SERVICES

3.1. This Agreement applies only to the exchange of Authorized Services Traffic, both local and interMTA. Traffic originating from end users whose service is provisioned by the combination of unbundled network elements including local switching (UNE-P) lines is excluded from this agreement. Although InterMTA Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of InterMTA Traffic are handled elsewhere, as referenced in sections 2.2 and 4.1 of Part C.

4. COMPENSATION

4.1. InterMTA Traffic

4.1.1. Windstream shall bill and Carrier shall pay Windstream for InterMTA Traffic between the interconnecting Parties at the rate specified in Attachment 1 for 2,403 minutes per month. Carrier shall not bill Windstream and Windstream is not obligated to pay Carrier for interMTA traffic originated by Windstream.

4.1.2 Except as otherwise provided in this Agreement, either Carrier or Windstream may request, at any time beginning one-year after the effective date of this Agreement, a traffic study to determine whether 2,403 minutes per month remains an appropriate charge to Carrier for interMTA traffic; provided, however, that such a new traffic study shall not be conducted more than once within any 12 months' period. Upon such a request, the Parties will work together on a traffic study comparable to the one that produced the figure of 2,403 minutes per month. This contract may then be amended by mutual agreement to include a revised interMTA minutes of use count, which shall apply from the date the amendment is approved by the state commission. If the Parties cannot agree upon a revised count, either Party may seek dispute resolution pursuant to Section 19.4 of this Agreement. If the Parties pursue dispute resolution, the revised MOU count produced by that process will be applied retroactively to the date of the completion of the new traffic study. Notwithstanding the other provisions of this subsection, the following provisions shall apply in the event that Carrier seeks to include additional operations under this Agreement due to merger with, or acquisition of customers from, another carrier. In such event, Carrier shall submit to Windstream, after Windstream's request, a traffic study (comparable in method to the one which produced the 2,403 MOU amount) to calculate a revised amount of interMTA traffic that includes the additional operations. At such time as the Parties have mutually agreed to a revised amount, or a revised amount has been determined via dispute resolution, the revised amount will be applied retroactively to date of the traffic study. The revised interMTA traffic amount shall be implemented via amendment to this Agreement.

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. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Windstream is the designated toll carrier, for lines that are IntraLATA PIC assigned to Windstream or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged to its end-user at the appropriate rate as specified in the applicable Windstream Tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged to its end-user at Windstream's tariffed rate.

4.2. Local Traffic. As long as the the provisions of Section XV (C) of FCC Order 11-161 (FCC Order) are in effect, the Parties shall not bill each other for the exchange of Local Traffic that is originated on or after July 1, 2012.

4.2.1 In the event that a court or regulatory body with jurisdiction issues an order or other directive that stays, revokes or otherwise modifies the provisions of Section XV (C) of FCC Order 11-161 (FCC Order), the Parties agree to meet within thirty (30) calendar days of the issuance of such order or directive and to negotiate in good faith an amendment to this Section 4.2 that fully complies with the terms of such order or directive, including but not limited to making the amendment retroactive if necessary.

4.3. Indirect Traffic. When the Parties interconnect their networks indirectly via a third party LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in Section 4 and at the rates specified in Attachment 1. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. When traffic to an end office that directly subtends a third party LEC's tandem exceeds 500,000 mobile to land minutes of use for three (3)

consecutive months, then Carrier will establish a direct connection to the Windstream end office. This requirement does not modify Sections 4.6.1 and 4.6.2. If the Windstream end office is a remote switch, the Carrier will establish a direct connection to the Windstream host switch serving the Windstream remote switch. With respect to Carrier's originated indirect traffic, the POI will be adjacent to and on the Windstream side of the third party LEC's tandem through which Windstream and Carrier are indirectly interconnected. With respect to Windstream originated indirect traffic, the POI will be adjacent to and on Carrier's side of the third party LEC's tandem through which Windstream and Carrier are indirectly interconnected.

4.3.2 Each Party will assume responsibility for the costs of transport from its switch to the POI for the traffic it originates.

4.3.3 Windstream agrees to provide local dialing parity on calls to Carrier's NPA-NXXs associated with Windstream's local and EAS calling scope, regardless of what transport arrangements Windstream utilizes to deliver intraMTA traffic to Carrier, or whether the third party tandem provider imposes or attempts to impose transit fees for traffic in the land-to-mobile direction.

4.4 Intentionally omitted.

4.5. Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, or Switched Access.

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

4.6.1 Windstream service area boundary as meet-point POI

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

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

4.6.2 Carrier cell site within Windstream service area as POI

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

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

4.6.3 Carrier determines the direct trunking approach (4.6.1 vs. 4.6.2) 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.

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

4.6.5 Interconnection facilities ordered by Carrier from Windstream will be provisioned and billed according to the rates, terms and conditions of Windstream's applicable special access services tariff/s, based on application of the FCC's "contamination" rule to the total traffic sent (or to be sent) by both parties over such facilities. Any such facilities will be billed pursuant to (a) any applicable tariffed special access pricing plan to which Carrier subscribes or (b) Windstream's otherwise applicable special access tariff rates. In either case the facility shall be treated as an intrastate facility unless/until Carrier certifies that more

than ten percent (10%) of the traffic sent by both parties over the facilities is in fact interstate traffic, in which case the facilities would be treated as an interstate facility. Carrier may directly interconnect with Windstream by providing connecting facility assignment for transport; e.g., DS3 or DS1, provided by a third party. In the event Carrier utilizes a third-party to interconnect with Windstream, Carrier shall be responsible for all costs associated with the interconnection facility.

4.6.6 With respect to internet service provider (ISP) bound traffic (as defined by FCC-01-131A1), neither party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving or connecting to the Internet service provider shall order trunks or facilities from the appropriate intrastate access tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility. In the event Carrier does not have intrastate access tariff rates, facilities ordered from Carrier may be provisioned and billed at rates not to exceed Windstream's intrastate access tariff rates for like services.

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 and the applicable Access Tariff subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.

5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (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.

5.2.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described above), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.

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 Windstream will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service covered by this Agreement.

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 one percent (1%) per month 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.

5.7 If the party providing a chargeable service under this Agreement fails to bill such charges in a timely manner, the right of the party that provided the service to back-bill the other party will be limited to charges for twelve (12) months of service from the date a bill should have been rendered.

6. BILLING

6.1. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. Carrier will bill Windstream based on the traffic ratio provided in Attachment 1. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. Except as provided in Part C, Section 4, if the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third party transit company. 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. Windstream will route indirect traffic to an NPA-NXX of Carrier as specified in the Local Exchange Routing Guide (LERG) or through any direct connection between Windstream and Carrier. If Windstream can not record the traffic terminating to Windstream originating from these NPA-NXXs of the Carrier, then Windstream will use meet-point billing records or industry standard records from third party carriers. Both Parties are responsible for establishing transport arrangements with the third party for the transiting of the traffic for these NPA-NXXs.

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 twenty-four (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.

1.3. Windstream will process Carrier maintenance requests at Parity.

1.4. Notice of Network Change. 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

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 (2)-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 twenty (20)-day period (generally a four (4)-week period, not to include weekends or holidays) from the previous twelve (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 (2)-year forecast window.

4. QUALITY OF SERVICE

4.1. Interconnections services purchased under the terms of this Agreement shall be equal in quality with interconnection services Windstream provides its Affiliates, subsidiaries or any other Telecommunications Carrier.

4.2. A blocking standard not to exceed one percent (1%) during the average busy hour shall be maintained for all local interconnection facilities.

4.3. 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 twenty-four (24) hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

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.

PART F – EXCESS TRAFFIC

1.0 AT&T Mobility is prohibited from routing traffic that is not wireless-originated traffic over the interconnection facilities. (Traffic is wireless-originated where an end user subscribes to a wireless service and uses that service to initiate a call via a wireless handset). If AT&T Mobility is routing non-wireless-originated traffic over the interconnection facilities for termination to Windstream as AT&T Mobility-originated traffic, Windstream shall bill and AT&T Mobility shall pay Windstream the applicable Windstream tariffed terminating access rate.

1.1 At any time after the Effective Date but not more frequently than twice per calendar year, Windstream may require AT&T Mobility to perform and provide to Windstream a traffic study based on traffic originated by AT&T Mobility that is terminated to Windstream. The Methodology for such study shall be as follows:

1.1.1 Within five (5) business days of receipt of the requirement, Windstream representatives and AT&T Mobility representatives will meet via conference call to determine the time period of the study, which shall be no shorter than one (1) calendar day and no longer than fourteen (14) calendar days. The Parties shall agree on the time and length of the study, which shall not include holidays or other anomalies that might skew the results. AT&T Mobility is required to provide the study and all supporting detail to Windstream within forty-five (45) calendar days of receipt of the requirement. In the event of extraordinary demands placed upon the AT&T Mobility group that performs such traffic studies, the Parties will work together for a reasonable extension of the forty-five calendar days' requirement.

1.1.2 For the period involved, the study will show all interMTA traffic originated by AT&T Mobility and sent to Windstream for termination. The study will also show how AT&T Mobility routed all such interMTA traffic; i.e., whether such traffic was routed to Windstream via AT&T Mobility's Affiliate interexchange carrier or over local interconnection trunks.

1.1.3 AT&T Mobility will perform the study as follows:

a) AT&T Mobility will create a Windstream subscriber phone number list, for the Windstream operating company(ies) involved in the study, and send the list to Windstream for approval.
b) Using the phone number list approved by Windstream, AT&T Mobility will analyze its call detail records (CDRs) for the study period to determine all interMTA traffic sent to Windstream;
c) AT&T Mobility will then analyze all interMTA CDRs with its internal network software to determine the routing of each call and the total minutes of use of interMTA traffic routed over local interconnection trunks.

1.1.4 Upon request, AT&T Mobility will provide to Windstream all underlying data used in the study.

1.1.5 AT&T Mobility may use any other study methodology mutually agreed to by the Parties.

1.2 If the parties mutually agree to the results of the study and underlying data and the study described above demonstrates that the percentage of interMTA traffic received by Windstream from AT&T Mobility over local interconnection trunks is different than the then current interMTA percentage listed in Attachment 1: Price List, then the Parties will, in good faith, negotiate a new interMTA factor for wireless-originated traffic to apply to wireless-originated traffic received by Windstream from AT&T Mobility. For the initial traffic study requested by Windstream, the new factor for wireless-originated traffic will be incorporated into this agreement by amendment in Attachment 1 and will apply retroactively to the effective date of this Agreement, or retroactively one year from the date the amendment is executed, whichever period is shorter. However, in the event it takes the Parties more than a year, measured from the date of Windstream's request for a study, to reach resolution on a factor and amendment, such factor and amendment shall apply retroactively to the date of Windstream's request for a study. For any subsequent traffic study requested by Windstream, the resulting factor will be incorporated into this agreement by amendment in Attachment 1 and will apply retroactively to the date of Windstream's request, or retroactively one year from the date the amendment is executed, whichever period is shorter. However, in the event it takes the Parties more than a year, measured from the date of Windstream's request for a study, to reach resolution on a

factor and amendment, such factor and amendment shall apply retroactively to the date of Windstream's request for the subsequent study.

1.3 If the interMTA factor, pursuant to the above methodology, is greater than zero, AT&T Mobility will pay terminating access charges, for the percentage of wireless traffic sent to Windstream by AT&T Mobility through local interconnection trunks, at the applicable Windstream tariffed terminating access rate, with 50% of such interMTA traffic being billed at Windstream's intrastate tariffed terminating access rates and 50% being billed at Windstream's interstate tariffed terminating access rates.

1.4 If the interMTA factor, pursuant to the above methodology, is modified, AT&T Mobility (after correcting the misrouting of calls) may request, no more frequently than twice per calendar year, that another round of traffic studies be performed pursuant to the above methodology. If the new round of studies shows that the interMTA percentage has changed from the then current percentage shown in Attachment 1: Price List, the Parties will, in good faith, negotiate a new interMTA factor for wireless-originated traffic to apply to wireless-originated traffic received by Windstream over local interconnection trunks. The new factor for wireless-originated traffic will be incorporated into the Agreement by amendment in Attachment 1: Price List and will apply prospectively from the date AT&T Mobility requests the new round of studies. However, in the event it takes the Parties more than a year, from the date AT&T Mobility provides its study to Windstream, to reach resolution on a factor and amendment, such factor and amendment shall apply retroactively to the date AT&T Mobility provides its new study to Windstream.

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

New Cingular Wireless PCS, LLC

By: _____

Name: David Handal

Title: Director Financial Analysis

Date: 12/16/2013

Windstream Alabama, LLC

By: _____

Name: S. Lynn Hughes

Title: Director - Interconnection

Date: 12-18-13

ATTACHMENT 1 – PRICE LIST

Description	Windstream Alabama, LLC
InterMTA Factor (Applies only to traffic originating from Carrier and terminating to Windstream)	3%
Windstream InterMTA Rate Section C charges will be based on Windstream's Originating Access Rates Section F charges will be based on Windstream's Terminating Access Rates	50% of InterMTA Traffic shall be deemed interstate and shall be billed at Windstream's then current interstate access service tariff rate/s and 50% of InterMTA Traffic shall be deemed intrastate and shall be billed at Windstream's then current intrastate access service tariff rate/s