



P.O. Box 1568, Conroe, TX 77305-9998 | consolidated.com | NASDAQ: CNSL

September 19, 2023

Shonda Green, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500

RE: Interconnection Agreement –Taconic Telephone Company (Consolidated) and
DISH Wireless, L.L.C.

Dear Secretary Green:

On behalf of Taconic Telephone Company and DISH Wireless, L.L.C., please find a fully
executed Interconnection Agreement between the two parties, to be effective upon
Department approval or 90 days.

Please contact Anita Yokiell at 507-386-3661 or anita.yokiell@consolidated.com with any
questions or concerns regarding this filing.

Sincerely,

A handwritten signature in dark ink that reads "Kevin J. Kastor". The signature is written in a cursive, slightly slanted style.

Kevin Kastor
Senior Director Government Affairs
Consolidated Communications
kevin.kastor@consolidated.com



**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION AGREEMENT**

DISH Wireless L.L.C.

and

Taconic Telephone Corp.

For the State of Massachusetts

INTERCONNECTION AGREEMENT

This Interconnection Agreement is entered into by and between **Taconic Telephone Corp., a New York corporation (“Consolidated”)**, and **DISH Wireless L.L.C. (“DISH”)** in its capacity as a CMRS provider. Consolidated and DISH are herein referred to collectively as the “Parties” and each individually as a “Party.” This Agreement covers services in the State of Massachusetts (State) and only in areas which both Parties are certificated or licensed by the Federal Communications Commission (“FCC”).

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined in this Agreement) between Consolidated and DISH; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the “Act”), the Rules and Regulations of the FCC, and the orders, rules and regulations of the Massachusetts Department of Telecommunications and Cable (the “Commission”); and

Now, therefore, in consideration of the terms and conditions contained in this Agreement, DISH and Consolidated 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 in this Agreement 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 meaning of those terms shall be their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 “Act” means the Communications Act of 1934, as amended.
- 1.3 “Affiliate” is as defined in the Act.
- 1.4 “Ancillary Traffic” means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1 Directory Assistance;
 - 1.4.2 911/E911;
 - 1.4.3 Operator Services; and
 - 1.4.4 Information services requiring special billing (e.g., 900 and 950).
- 1.5 “Bill and Keep” means the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.6 “Business Day(s)” means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.7 “Central Office Switches” (“COs”) are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.7.1 “End Office Switches” (“EOs”) are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.7.2 “Tandem Switches” are switches which are used to connect and switch trunk circuits between and among Central Office Switches. “Mobile Switching Centers” (“MSCs”) are an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

- 1.7.3 "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.
- 1.8 "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 CFR §20.3.
- 1.9 "Common Transport" means a local interoffice transmission path between a third-party Tandem Switch and a Consolidated End Office Switch. Common transport is shared between multiple customers. Transport also means transmission between a third party and the wireless Mobile Switching Center.
- 1.10 "Designated Agent" – Either Party may designate via a Letter of Authorization ("LOA") a Designated Agent for purposes of placing orders for facilities or connectivity to the other Party.
- 1.11 "Direct Trunked Transport" ("DTT"): A DS1 or DS3 interoffice facility that connects the Consolidated Serving Wire Center of the CMRS's Local Interconnection Entrance Facility or Collocation to the terminating Consolidated Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.
- 1.12 "Effective Date" is the date referenced in Section 4 of the Agreement, unless otherwise required by the Commission.
- 1.13 "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.14 "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.
- 1.15 "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 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 CFR §69.601(b) of the FCC's regulations.
- 1.18 "Interconnection" is as defined in 47 CFR §51.5.
- 1.19 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.20 "InterMTA Traffic" For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between Consolidated 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.
- 1.21 "IntraLATA Toll Traffic" means landline-to-landline telecommunications traffic as defined in accordance with Consolidated's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.22 "Local Interconnection Entrance Facility" is a DS1 or DS3 facility that extends from CMRS's Switch location or other CMRS Premises to the Point of Interconnection with Consolidated Serving Wire Center for that CMRS Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the Consolidated Serving Wire Center. Only Local Traffic and shall be transported over the Local Interconnection Entrance Facility.



- 1.23 “Local Traffic” means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between Consolidated and CMRS that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24.202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by CMRS’s end user. This shall not affect Consolidated’s landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For a Consolidated customer making calls via an IXC sent to CMRS, originating access would be appropriate from Consolidated to its end use customer or the IXC. For the removal of doubt, Local Traffic delivered to Consolidated by a third party (e.g., IXC) and transited to CMRS by Consolidated is subject to Tariffed access charges and billable to the third party. Further, a Transit Service charge will apply to CMRS for third-party transited Local Traffic, originating from third party via CMRS to Consolidated. For third party traffic originated via Consolidated and terminated to CMRS, where Consolidated is listed as the transiting carrier for CMRS in the LERG, no transiting fee shall apply to CMRS.
- 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 §251(b)(5) as defined in 47 CFR §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, published by ATIS (0401004-00XX), 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, published by ATIS (0404120-00XX), contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.27 “Non-Local Traffic” means any traffic that does not meet the definition of Local Traffic. For the removal of doubt, Non-Local Traffic delivered to Consolidated by a third party (e.g., IXC) and transited to CMRS by Consolidated is subject to Tariffed access charges and billable to the third party.
- 1.28 “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.
- 1.29 “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 8YY 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.
- 1.30 “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.
- 1.31 “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).

- 1.32 "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Consolidated of services, functionality or telephone numbering resources under this Agreement to CMRS, including provisioning and repair, at least equal in quality to those offered to Consolidated, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Consolidated shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to CMRS as it provides to its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources.
- 1.33 "Point of Interconnection" (POI)- A technically feasible point on Consolidated's network where the Parties deliver interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is financially responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CMRS and Consolidated for the Interconnection of their respective networks. This definition does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.
- 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 "Serving Wire Center" ("SWC") denotes the Consolidated building from which dial tone for local exchange service would normally be provided to a particular end user customer premises.
- 1.36 "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') including but not limited to CMRS, Consolidated, independent telephone companies, and wireless Carriers.
- 1.37 "Tariff" means a filing made at the state or federal level 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.
- 1.38 "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.
- 1.39 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 USC 153, Section 3.
- 1.40 "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.
- 1.41 "Transit Service" means the delivery of Transit Traffic.
- 1.42 "Transit Traffic" means traffic that is originated by CMRS, transited through Consolidated, and terminated to a third-party Telecommunications Carrier's network.
- 1.43 "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.
- 1.44 "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.

DS


PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1 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 in this Agreement address the exchange of traffic between DISH and Consolidated. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

2.2 Other interconnections are covered by separate contract, Tariff or price lists. DISH may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state Tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable Tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2.3 Consolidated shall provide notice of network changes and upgrades in accordance with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations (CFR). Consolidated may discontinue any Interconnection arrangement, Telecommunications Service, or provided or required hereunder due to network changes or upgrades after providing DISH notice as required by this section. Consolidated will cooperate with DISH and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service. Consolidated may not use this section to deny DISH the right to interconnect with Consolidated and exchange traffic with Consolidated's end users.

2.4 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Consolidated's Tariffs, methods and procedures, technical publications, policies, product notifications or other Consolidated documentation relating to Consolidated's or DISH's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. To the extent another document attempts to abridge or expand the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

3. REGULATORY APPROVALS

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

3.2 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 Rules relating to any of the provisions in this Agreement.

3.3 Section 3.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

3.4 Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Consolidated is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to DISH under this Agreement, then Consolidated may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days written notice to DISH. Immediately upon provision of such written notice to DISH, DISH will be prohibited from ordering and Consolidated will not provide new Discontinued Arrangements.

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

4. EFFECTIVE DATE, TERM AND TERMINATION

4.1 Effective Date. This Agreement shall become effective on the date of Commission Approval ("Effective Date").

4.1.1 Notwithstanding the above, the initiation of a new DISH account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any Consolidated obligation take effect before DISH has established a customer account with Consolidated and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

4.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

4.2.1 Notwithstanding the above, Consolidated may terminate this Agreement after six consecutive months of inactivity on the part of DISH. Inactivity is defined as DISH's failure, as required in this Agreement, to initiate the required pre-ordering activities, DISH's failure to submit any orders, or DISH's failure to originate or terminate any Local Traffic.

4.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.



4.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 4.3 and, on or before the noticed date of termination (the "End Date"), either Party has requested negotiation of a new interconnection agreement, such notice shall constitute a bona fide request to negotiate a replacement agreement for interconnection, services or network elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between DISH and Consolidated; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated above expires, then Consolidated and DISH may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 4.3. Should the Parties not agree to continue to operate under the terms set forth herein, then the provisions of Section 4.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 4.6 or Section 4.7.

4.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 4.3 and, by 11:59 p.m. Central Time on the stated date of termination, and neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by Consolidated under this Agreement at the time of termination, including Interconnection arrangements and the exchange of Local Traffic, may be terminated by Consolidated unless the Parties jointly agree to other continuing arrangements.

4.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. Following Consolidated's notice to DISH of its Default, Consolidated shall not be required to process new Service Orders until the Default is timely cured.

4.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

4.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

4.9 Predecessor Agreements.

4.9.1 Except as stated in Section 4.9.2 or as otherwise agreed in writing by the Parties.

a. any prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

4.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

4.9.3 If either Party elects to cancel the service commitment pursuant to the provision in Section 4.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

4.9.4 This section does not apply to prior agreements for Ethernet, or any non-local service provision.

5. AUDITS AND EXAMINATIONS

5.1 "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per twelve (12) month period commencing with the Effective Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party will provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

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

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

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

5.6 This Section shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

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.

6.2 Consolidated will use its best efforts to obtain for DISH, under commercially reasonable terms, Intellectual Property rights to each interconnection arrangement or Telecommunications Service necessary for DISH to use such arrangement or service in the same manner as Consolidated.

6.3 Consolidated shall have no obligations to attempt to obtain for DISH any Intellectual Property right(s) that would permit DISH to use any interconnection arrangement or Telecommunications Service in a different manner than used by Consolidated.

6.4 All costs associated with the extension of Intellectual Property rights to DISH pursuant to Section 6, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the interconnection arrangement or Telecommunications Service to which the Intellectual Property rights relate and apportioned to all requesting CMRS providers using that interconnection arrangement or Telecommunications Service including Consolidated.

6.5 Consolidated hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning DISH's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection arrangement or Telecommunications Service furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with interconnection arrangement or Telecommunications Service are vendor licenses and warranties and are a part of the Intellectual Property rights Consolidated agrees in Section 6.2 to use its best efforts to obtain.

7. LIMITATION OF LIABILITY

7.1 Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, except that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

7.2 Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.

7.3 Notwithstanding the foregoing, in no event shall Either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

7.4 The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties, nor shall the foregoing limit a Party's obligation to pay amounts due under this Agreement.



8. INDEMNIFICATION

8.1 Each Party will release, defend, indemnify and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury, or death of any person or persons, or for the losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence, willful misconduct, or omission regardless of form or action of the indemnifying Party.

8.2 DISH shall defend, indemnify and hold harmless Consolidated from all claims by DISH's subscribers for any negligent or willful misconduct or omission caused by DISH relating to or resulting from claims/services provided under this Agreement.

8.3 Consolidated shall defend, indemnify and hold harmless DISH from all claims by Consolidated's subscribers for any negligent or willful misconduct or omission caused by DISH relating to or resulting from claims/services provided under this Agreement.

8.4 The indemnifying Party will 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 as set forth in this Section 8.

8.5 The indemnified Party will 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 When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

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 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, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective

order. Recipient will 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 or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

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

10. WARRANTIES

10.1 Except as specifically provided elsewhere in this agreement to the 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, the successor shall be responsible for the performance of and liability for those obligations and duties to which it is succeeding. Thereafter, the successor shall be deemed DISH or Consolidated 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 provided in this Section 11, 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 moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC 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 in this Agreement 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 DISH from providing its Telecommunications Services to other carriers.

15. NOTICES

15.1 Except as otherwise provided in this Agreement, all 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.

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

If to DISH:

DISH Wireless, LLC
Attn: Director of Engineering - Wireless

If by nationally recognized courier service:
5701 S. Santa Fe Drive
Littleton, Colorado 80120

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

ICA_Notices@dish.com

With copy to:

DISH Wireless, LLC
Office of the General Counsel
9601 S. Meridian Blvd
Englewood, CO 80112

And:

Alison Minea
VP, Regulatory Affairs
1110 Vermont Ave NW Ste. 450
Washington, DC 2005
Email: alison.minea@dish.com

If to Consolidated:

Consolidated Communications
2116 South 17th St.
Mattoon, IL 61938
Attn: Contracts Department
Email: contracts@consolidated.com

With copy to:

Kevin Kastor
Sr. Director – Government Affairs
350 S. Loop 336 W
Conroe, TX 77304
Email: kevin.kastor@consolidated.com

DS
AM

16. WAIVERS

16.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

16.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

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 including but not limited to Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

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. 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 Consolidated, Consolidated will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of DISH.

19. DISPUTE RESOLUTION PROCEDURES

19.1 Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

19.1.1 A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

19.1.2 The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged,

information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

19.1.3 If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

19.1.4 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute.

19.1.5 Each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

19.1.6 During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

19.1.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process.

20. COOPERATION ON FRAUD

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

21. TAXES

21.1 Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party (the "Paying Party") upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party (the "Remitting Party"). Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Remitting Party shall collect and remit taxes unless the Paying Party provides the Remitting Party with the required evidence of exemption. The Paying Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that the Paying Party shall not permit any lien to exist on any asset of the Remitting Party by reason of the contest. The Remitting Party shall cooperate fully in any such contest by the Paying Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. The Remitting Party shall promptly notify the Paying Party of any audit of the Remitting Party with respect to the types of taxes borne by the Paying Party, and the Remitting Party shall give the Paying Party an opportunity to participate in the audit with respect to such taxes and shall keep the Paying Party fully informed as to the progress of the audit. Each Party shall bear its own expenses with respect to the audit. The Remitting Party shall be liable for any additional tax, penalties or interest imposed on account of its failure to remit taxes on a timely basis, unless it has done so at the direction of the Paying Party.

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.

23. SEVERABILITY

23.1 Subject to Section 3 – 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 in this Agreement 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 in this Agreement, 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 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.

PART C – INTERCONNECTION AND INTERCARRIER COMPENSATION**29. INTERCONNECTION****29.1 Points of Interconnection (POIs)**

29.1.1 DISH must establish a minimum of one POI on Consolidated's network within the LATA Consolidated operates, in accordance with the terms of this Agreement. DISH shall establish additional POIs under the following circumstances:

(a) DISH will establish a POI at either the Consolidated Taylorville Tandem Switch (CLLI: TYVLILXC50T) and/or the Mattoon Tandem Switch (CLLI: MTONILXC51T) Nothing in this paragraph shall require the Parties to modify their current interconnection arrangements and new POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties, except for new POI's or Direct Trunk Transport where required for the Parties to route traffic according to LERG.

(b) Consistent with Section 30.1, The Parties shall utilize direct end office facilities under any one of the following conditions: 1) If either Party's network is unable to support traffic or forecast to be unable to support traffic (e.g. tandem exhaust or MSC exhaust), the Parties will mutually agree on a facility plan that

will alleviate the capacity shortage and ensure completion of traffic between DISH and Consolidated; 2) If either Party believes that the overall traffic volumes are at a significant level the Parties agree to meet and discuss other appropriate interconnection via the most reasonable technical means possible. Discussions under this section will conclude within six months or either Party may file a letter to open this Agreement for full renegotiation; 3) Mutual Agreement – The Parties may install direct end office facilities upon mutual agreement in the absence of conditions in 1) or 2) above.

29.2 Interconnection Facilities

29.2.1 Each Party is financially responsible for transport on its side of each POI. If DISH chooses to lease the facility from each POI to DISH's network from Consolidated and the facility is within Consolidated's serving territory, DISH will lease the facility from Consolidated as defined in Section 31. This does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.

30. NETWORK INTERCONNECTION METHODS FOR DIRECT INTERCONNECTION

30.1 **Direct Interconnection Arrangements.** Upon mutual agreement of the Parties, subject to the terms and conditions herein, when the traffic volume exchanged between the switches of both Parties is sufficient, the Parties may agree to establish direct interconnection arrangements using direct interconnection facilities. Direct trunk groups shall be established utilizing two-way Interconnection Facilities. Parties shall be mutually responsible for direct trunk groups established between their networks and will route traffic to or from such office over the direct trunk group.

30.2 **Leased Facility.** Where facilities exist, DISH may lease facilities from Consolidated to establish Interconnection through Consolidated's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the Consolidated Serving Wire Center to DISH's Switch or other DISH Premises within Consolidated's serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the Consolidated Serving Wire Center. The rates for Local Interconnection Entrance Facilities are in accordance with the current Consolidated's access Tariff. Consolidated's special access service is available as an alternative to Consolidated provided Local Interconnection Entrance Facilities when DISH uses such special access service for multiple services. Consolidated's Switched Access Services are also available as an alternative to Consolidated Local Interconnection Entrance Facilities. DISH may also lease access facilities from a third party.

30.2.1 Consolidated will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties, or to Consolidated's exchange boundary, whichever is less.

30.3 **Self-Provisioned.** DISH may construct or otherwise self-provision Interconnection Facilities.

30.4 Interconnection to Consolidated is possible with the following types:

30.4.1 **Type 1 Interconnection.** If DISH has existing Type 1 Interconnections, Consolidated will permit the existing Type 1 interconnections to continue under the following terms. No new Type 1 Interconnections will be provisioned and no existing Type 1 connections will be expanded. Type 1 Interconnection is a trunk connection with line treatment at an End Office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk with Line Treatment. A Type 1 Interconnection uses multi-frequency (MF) address pulsing and supervision only. For M-L traffic, the wireless carrier will get access to valid NXXs that terminate to end users that are assigned to the End Office where the Type-1 interconnection is established or NXXs that terminate to any End Office that sub-tends the tandem of which the end office where the Type-1 interconnection also sub-tends. All traffic that falls within the above-mentioned calling scope will be treated as local traffic and the Type-1 composite rate will apply. Any traffic that goes beyond the above-mentioned calling scope must be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.

DS
AM

(a) If DISH's M-L Type 1 call routing does not comply with this agreement, an additional charge may apply to compensate Consolidated for additional network costs to terminate traffic outside the local calling scope of a Type 1 interconnection.

(b) In addition, DISH will be responsible for any charges, including any access charges, which are billed to Consolidated by third parties. For Type 1 interconnections, when a third-party carrier submits an order to port a number from DISH to the third party or when DISH submits an order to port a number to DISH, the Translations Rearrangement Charge will apply.

(c) Consolidated will work with DISH to migrate DISH's Type 1 Interconnection and associated directory numbers to a Type 2 interconnection.

30.4.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Consolidated Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange. Type 2A interconnections that access Interexchange Carriers and local services require separate trunk groups. Separate trunks may also be required for 8YY traffic.

30.4.3 This interconnection type typically requires that DISH establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

30.4.3.1 DISH is responsible for ordering facilities and trunks for its traffic to interface into Consolidated's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If DISH orders Consolidated Interconnection Facilities for this, DISH shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates in accordance with the current Consolidated's access Tariff. If DISH orders Consolidated's access services for this, DISH shall pay based on Consolidated's applicable access Tariff.

30.4.4 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Consolidated End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid Consolidated NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that DISH establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

30.4.4.1 DISH is responsible for provisioning its traffic to interface into Consolidated's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If DISH orders Consolidated Interconnection Facilities for this, DISH shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates in accordance with the current Consolidated's access Tariff. If DISH orders Consolidated's access services for this, DISH shall pay based on Consolidated's applicable access Tariff.

30.4.4.2 Nothing in this section is intended to change the requirements of 29.1.1. b.

DS
AM

30.4.5 Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Consolidated 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

30.4.6 Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an operator services system switch that provides access to operator services call processing capabilities.

30.5 Where DISH requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunks will be provided at DISH's expense as required for interconnection and routing to such ancillary services.

30.6 The Parties will utilize either two-way or one-way directional trunking on shared facilities where available and technically feasible. Orders between Consolidated and DISH to establish, add, change or disconnect trunks shall be processed by utilizing the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.

30.7 Establishing a Rate Center

30.7.1 When Consolidated delivers traffic to or receives traffic from DISH on a Type 2A basis, DISH may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which DISH is interconnected when the chosen rate center is served by the same access Tandem Switch.

30.7.2 DISH will also designate a rating point and routing point for each NPA/NXX code assigned for DISH's use. DISH shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for DISH's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for DISH's use needs not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.

30.7.3 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers. Nothing in this Agreement shall be construed to mean that Consolidated agrees that a fixed wireless network architecture is entitled to interconnection rights as a CMRS, nor shall anything be construed to mean that DISH agrees with Consolidated's position.

30.8 For all 911/E911 traffic originating from DISH, it is the responsibility of DISH to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from DISH will be processed.

31. EXCHANGE OF TRAFFIC

31.1 When traffic is not segregated according to traffic types, the Parties will use an InterMTA traffic factor (L-M "Land to Mobile", M-L "Mobile to Land") and a Percent Interstate Usage factor ("PIU") to estimate the amount of traffic that is InterMTA.

31.2 DISH will not provide interMTA traffic over local interconnection trunks. As such the interMTA factor shall be 0%.

31.3 Routing. Each Party shall deliver all Local Traffic, originating on its respective network in an MTA to the POI associated with such Local Traffic. Each Party shall designate which switch shall receive all Local Traffic originating in each MTA, and the other Party shall deliver all Local Traffic via the designated facility to the appropriate POI associated with that switch. The rating point

of a Party's NXX Codes, and telephone numbers may be separate from the routing point for such NXX Codes or telephone numbers but the routing point must be in the same MTA as the rating point.

31.4 The Parties agree to use standard industry practices for the delivery of traffic.

32. TYPES OF TRAFFIC AND SERVICES

32.1 This Agreement applies only to the exchange of Local Traffic, Transit Traffic Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in Consolidated's access Tariffs as well as potential Transiting Service rates set forth in Table 1 to this Agreement

32.2 This Agreement applies only to the exchange of traffic over local interconnection trunks.

32.3 Each Party will be fully responsible for all traffic originating from its network and terminating to the other party's network in terms of traffic type as well as completeness and accuracy of call record data. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

33. COMPENSATION

33.1 **Non-Local Traffic** - DISH will compensate Consolidated for Non-Local Traffic based on the applicable access charges in accordance with FCC and Commission Rules and Regulations, and Transit Service rates as set forth in Table 1 of this Agreement.

33.2 **Local Traffic** - Under this Agreement, Bill and Keep shall apply to the exchange of Local Traffic solely when such traffic terminates to the end users of one of the Parties (including wireless traffic of end user customers of DISH's wireless roaming partners). Transit Service rates as set forth in Table 1 of this Agreement shall apply to Transit Traffic.

33.3 **Transit Traffic** - DISH shall pay a Transit Service rate, as set forth in Table 1 of this Agreement when DISH uses a Consolidated tandem to terminate Transit Traffic to a third-party.

33.4 Billing Elements for Interconnection Facility

33.4.1 Local Interconnection Entrance Facility

33.4.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are in accordance with the current Consolidated's access Tariff and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.

33.4.1.2 If DISH chooses to provision facilities over an existing facility purchased as special access service from the Consolidated state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges.

33.4.1.3 If DISH chooses to order Interconnection Facilities as Switched Access Service from the Consolidated state and FCC access Tariffs, the rates from those Tariffs will apply.

33.4.2 Recurring rates for Direct Trunked Transport (DTT) are in accordance with the current Consolidated's access Tariff and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

33.4.2.1 When DTT is provided to a Tandem Switch the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch.

33.4.2.2 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection

Entrance Facility and DTT shall be shared among the Parties based on the agreed upon Relative Use Factor (RUF) in Table 1.

33.4.2.3 Consolidated will bill DISH for the entire DTT and Local Interconnection Entrance Facility provided by Consolidated at the rates in accordance with the current Consolidated's access Tariff.

33.4.2.4 Consolidated's portion of the DTT and Local Interconnection Facility will be based on the RUF determined by the Parties using the following to assign the minutes for which Consolidated is responsible: All Local Traffic Minutes of Use (MOU) that Consolidated originates and sends to DISH over the Local Interconnection Entrance Facilities.

33.4.2.5 DISH may bill Consolidated for Consolidated's use of the Local Interconnection Entrance Facility and DTT provided by DISH on DISH's side of the POI, which are within the LATA and within Consolidated's serving territory, based on the RUF defined in 34.7.2.3.2 and the rates in Table 1.

33.4.2.6 The Parties can mutually agree to re-negotiate the RUF no more than once every six months.

33.4.3 Multiplexing (DS1/DS3 MUX) is available at the rate in accordance with the current Consolidated's access Tariff.

33.4.4 Trunk Nonrecurring charges

33.4.4.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at rates in accordance with the current Consolidated's access Tariff.

33.4.4.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in accordance with the current Consolidated's access Tariff.

33.4.4.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply.

34. CHARGES AND PAYMENT

34.1 In consideration of the services provided under this agreement, the Parties shall pay the charges set forth in Table 1 and when applicable, in accordance with the current Consolidated's access Tariff.

34.2 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. For invoices not paid when due, late payment charges will be assessed.

34.2.1 If an invoice is not paid within sixty (60) Days after the bill date, Consolidated will suspend processing new orders and cancel any pending orders.

34.2.2 If the account remains delinquent ninety (90) Days after the bill date, Consolidated will terminate all services under this Agreement.

34.3 Itemized, written disputes must be submitted to the billing center of the billing Party no later than ninety (90) calendar days after the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

34.3.1 If the billed Party fails to dispute a rate or charge within ninety (90) calendar days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

34.3.2 The Parties will back-bill for underbilling of any service provided no more than

twelve (12) bill cycles.

34.4 Consolidated reserves the right to reject new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from DISH while past due, undisputed charges remain unpaid for an amount in excess of \$25,000 for over 90 days.

34.5 If any undisputed amount due on the billing statement is not received from DISH by the payment date, Consolidated may charge, and DISH agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

35. BILLING

35.1 Record Exchange

35.1.1 Consolidated and DISH agree that no call records will be exchanged between the Parties.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

36. GENERAL REQUIREMENTS

36.1 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.

36.2 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 and/or email must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

36.3 Consolidated will process DISH maintenance requests at Parity.

36.4 Notice of Network Change. In accordance with Part B, Section 15 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Consolidated shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

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

37. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

37.1 Consolidated shall perform restoration of services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those services affecting its own end users or identified DISH end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Consolidated and DISH in general. Third, should Consolidated be providing or performing tandem switching functionality for DISH, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

38. SERVICE PROJECTIONS

38.1 Consolidated and DISH will work cooperatively to provide inter-company forecast for traffic utilization over trunk groups for material changes.

39. QUALITY OF SERVICE

39.1 Interconnection quality of service shall be at Parity with that provided by Consolidated for its own services.

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

39.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE

40. INFORMATION

40.1 The Parties agree to provide order confirmation within 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

41. GENERAL REQUIREMENTS

41.1 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 – TRANSIT TRAFFIC

42. Neither party anticipates delivering Transit Traffic to the other. Thus, any Transit Traffic delivery should be de minimus. To the extent that Transit Traffic is delivered from by either Party to the other, the Originating Party agrees to pay the Terminating Party consistent with the rates found in Table 1.

PART G - Billing Records and Exchange of Data

43.1 Each Party will use best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

43.2 Upon request and to the extent available, Consolidated will provide the terminating Party information on traffic originated by a third party CMRS or CMRS provider.

43.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties will comply with the industry-adopted format to exchange records.

PART H – DIRECTORY LISTINGS

44 The Parties agree that Directory Listings is not a service utilized under this Agreement nor provided by Consolidated to DISH.

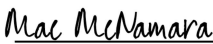
DS
AM

SIGNATURES

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

DISH Wireless L.L.C.

Taconic Telephone Corp.

By: 
DocuSigned by:
98265BA90384476...
Name: Mac McNamara
Title: VP, Head of Network Engineering
Date: September 11, 2023

By: 
DocuSigned by:
F9A06DED44AA46D...
Name: Kevin Kastor
Title: Sr. Director – Government Affairs
Date: September 11, 2023

TABLE 1 - RATES

		Taconic Telephone Corp.		
		CMRS Elements		
		Local Service Request	MRC	NRC
		LSR - Simple Porting – Initial LSR		\$0.00
		LSR - Supplemental		\$0.00
		Reciprocal Compensation	MRC	NRC
		Local Traffic Termination - Per Minute of Use	Bill and Keep	
		Non-Local Traffic, as applicable	Consolidated Tariffed Rates	
		Transit Service		
		Transit – per Minute of Use Originating Party Pays Terminating Party	\$0.005729	
		InterMTA Traffic		
		M - L InterMTA Traffic Factor	0%	
		L - M InterMTA Traffic Factor	0%	
		Percent Interstate Usage L - M Factor ("PIU")	100.00%	

DS
am