

INTERCONNECTION AGREEMENT

This Landline/CMRS Compensation Agreement (the "Agreement") is made on the February 1, 2006 ("Effective Date") by and between T-Mobile USA, Inc. and its Affiliates (hereafter collectively, "T-Mobile"), a Delaware Corporation with offices at 12920 SE 38th Street, Bellevue, WA 98006, and Industry Telephone Company (hereafter "Industry" or "LEC"), a Texas corporation with offices at 17105 Fordtran Blvd, Industry, Texas, 78944.

WHEREAS, T-Mobile is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") and provides such service to its end user customers; and,

WHEREAS, LEC is a certified provider of local exchange service in the state of Texas; and,

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to establish a compensation arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of Sections 251-52 of the Act, T-Mobile and LEC hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

1.1. "Access Charges" are charges by an exchange service provider which originates or terminates a switched telecommunication which is not Local Telecommunications Traffic as defined below. Access Charges may be Interstate, where the non-local call originates and

terminates in different states, or Intrastate, where the non-local call originates and terminates within the same state.

1.2. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.

1.3. An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) of equal to or more than ten percent (10%).

1.4. "Telcordia Technologies" ("Telcordia") formerly known as Bellcore means the organization formerly owned jointly by the Bell regional holding companies and now owned by Science Applications International Corp. (SAIC), and that conducts research and development projects, including development of new telecommunications services. Telcordia also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.5. "Business Day" shall mean any day from Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.6. "Commercial Mobile Radio Service" ("CMRS") is as defined at 47 C.F.R. § 20.3.

1.7. "End Office Switch" or "End Office" means the telephone company switch to which a telephone subscriber is connected and which actually delivers dial tone to that subscriber and also establishes line to line, line to trunk, and trunk to line connections.

1.8. "Exchange Service" refers to all basic access line services, or any other services offered to end users that provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and that enables such end users to place or receive calls to all other stations on the PSTN.

1.9. "FCC" means Federal Communications Commission.

1.10. "Interconnection Facilities" are the facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Local Telecommunications Traffic (as defined herein) between the LEC switch or other POC (as defined below) and the T-Mobile MSC or other POC.

1.11. "InterMTA Traffic" is that non-Local Telecommunications Traffic, which originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.

1.12. "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and by the State Commission to provide intrastate long distance communications services.

1.13. "Local Exchange Carrier" or "LEC" means any company certificated by the State Commission to provide local exchange telecommunications service.

1.14. "Local Exchange Routing Guide" or "LERG" means the Telcordia reference customarily used to identify NPA-NXX routing and rating information.

1.15. "Local Telecommunications Traffic" or "IntraMTA Traffic" means for the purposes of determining compensation under this Agreement any telecommunications traffic originated and terminated between a LEC's end user customer and T-Mobile's end user customer that, at the beginning of the call, originates and terminates within the same MTA, as defined in § 47 CFR 24.202(a). The origination point and the termination point on LEC's network shall be the End Office serving the calling or called party. The origination point and the termination point on T-Mobile's network shall be the cell site that services the calling or called party at the beginning of the call.

1.16. "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

1.17. "Meet Point Billing" means those billing arrangements for jointly provided access or interconnection facilities and or other carrier Interconnection Facilities where one end of the service is in one exchange telephone company operating territory, and the other end of the service is in another exchange telephone company operating territory. When an access service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the industry standard billing methods.

1.18. A "Mobile Switching Center" or "MSC" is a switching facility on a CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

1.19. "North American Numbering Plan" and "NANP" means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.

1.20. "POC" or "Point of Connection" means any technically feasible point of demarcation between the Parties' respective networks, where telecommunications traffic is delivered for further transport and for termination. Each carrier is individually responsible for provisioning and maintaining the interconnection and other facilities on its side of the POC, though the resulting costs may be in some cases apportioned between the parties pursuant to the provisions hereof.

1.21. "Rate Center" means the specific geographic point and corresponding geographic area that are associated with each particular NPA-NXX Code that has been assigned to a Party for its provision of telecommunications services. Such geographic point is identified by a

specific V&H coordinate that is used by LEC to calculate distance-sensitive charges for end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.22. "Reciprocal Compensation" means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier, as required by Section 251b(5) of the Act and implementing regulations.

1.23. "Routing Point" means a location that a Party has designated as the homing (routing) point for traffic that terminates to units identified by a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point need not be the same as the Rating Point, but must be in the same LATA as the associated Rating Point.

1.24. "State Commission" refers to the state regulatory commission for the state in which this Agreement may be filed and approved pursuant to Section 252(d)(2) of the Act.

1.25. "Switched Access Service" means the offering of facilities for the purpose of origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.

1.26. "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, other Tandem Switches, aggregation points, points of termination, or points of presence.

ARTICLE II: GENERAL PROVISIONS

2.1. Rural Telephone Company. The Parties acknowledge that LEC may be entitled to a rural exemption as provided by 47 U.S.C. 251(f).

2.2. State Approval. This negotiated Agreement and any amendment or modification hereof will therefore be submitted to the State Commission for approval in accordance with Section 252(e)(1) of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith, such revisions as may reasonably be required to achieve approval.

2.3. Telecommunications Traffic. The traffic subject to this Agreement shall be Telecommunications Traffic, as defined by Section 1(43) g of the Act, including (1) Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party, whether directly or via a third-party tandem switch, and (2) InterMTA or non-local traffic which is similarly originated and delivered.

2.4. Term and Termination.

2.4.1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twelve (12) months from the Effective Date of both signatories and thereafter shall continue in effect for consecutive one (1) month terms until either Party gives the other Party at least thirty (30) calendar days' written advance notice of termination. Where a notice of termination is given, CMRS may prior to the actual termination date give notice under Section 251-52 of the Act of its desire to negotiate a successor agreement, in which case this Agreement shall continue in effect until the earlier of the date when a new agreement becomes effective, or the date when all relevant time periods and extensions of such periods for negotiation and/or arbitration under the Act have passed with no new agreement having become effective.

2.4.2 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party, *provided however* that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; and/or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4.3. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

2.5. Assignment. Neither party may assign any right, obligation, or duty, in whole or in part, arising under this Agreement, without prior written consent of the other which shall not be unreasonably withheld, provided that without consent but with written notification, either Party may assign obligations, liabilities and duties under this Agreement, in whole or in part, to any entity (hereinafter, "Permitted Assignee") that is, or that was immediately preceding such assignment, as to either Party, an Affiliate of the assigning Party, and provided further that any Permitted Assignee may assign this Agreement to any other Permitted Assignee without consent, but with written notification. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties. Where there has been an assignment to an Affiliate under the provisions of this Section 2.5 the assigning Party shall remain jointly liable to the other Party hereto for the remainder of the term and any extension thereof.

2.6 Extended Network. Nothing in this Agreement shall prohibit T-Mobile from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the T-Mobile brand name and license. Traffic originating on such extended networks shall be treated as T-Mobile traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "T-Mobile telecommunications traffic" when it originates on such extended network and terminates on LEC's network, and as "LEC telecommunications traffic" when it originates upon LEC's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

2.7 Billing and Payment.

2.7.1. Billing. Charges provided for in Appendix A shall be billed by each Party monthly. Parties agree to pay all charges specified in Appendix A within forty-five (45) calendar days of the bill date. For purposes of this Article 2.6, the Party sending a bill to the other Party is referred to as the "billing Party" and the Party receiving a bill from the other Party is referred to as the "invoiced Party." Backbilling by either Party shall be limited to a six (6) month period but in no event shall include traffic exchanged prior to the Effective Date of this Agreement.

2.7.2 Dispute. If either Party disputes a billing statement received from the other Party, the invoiced Party shall notify the billing party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. Provider shall not bill Customer for traffic terminated more than one hundred twenty (120) calendar days before the date of invoice. The Parties shall work diligently and in good faith toward resolution of all billing issues.

2.7.3 Late Payment Charges. If any undisputed amount due on the billing statement is not received by the billing Party on the payment date, billing Party may charge, and invoiced Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one percent (1%) per month or the maximum rate of interest allowed under applicable law. Late payment charges shall be included on the next statement.

2.7.4 Taxes. The billing Party shall charge and collect from the invoiced Party, and the invoiced Party agrees to pay to the billing Party, appropriate federal, state, and local taxes, and other customary charges, except to the extent the invoiced Party notifies the billing Party and provides to the billing Party appropriate documentation that the invoiced Party qualifies for a full or partial exemption. It is the intent of the Parties that each shall charge and collect from its respective customers all applicable federal, state, and local taxes and other customary charges.

2.7.5 Either Party may obtain usage records or a monthly traffic distribution report from the tandem operator summarizing traffic between the Parties.

Alternatively, either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the usage records or traffic distribution reports from the tandem operator. If T-Mobile is unable to determine the amount of wireline to wireless Local Traffic it terminates from LEC, then upon request LEC will bill seventy percent (70%) of the wireless to wireline Local Traffic terminated by LEC as outlined in Appendix A.

2.8 Confidential Information.

2.8.1 Identification. Either Party may disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must either (1) be in the form of billing, traffic and systems information relating to one Party and acquired by the other Party in the course of performing under this Agreement; or (2) must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

2.8.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) that all Confidential Information shall be and shall remain the exclusive property of the providing Party;
- (b) not to disclose or use the Confidential Information of the other Party except as required for performance under this Agreement; and
- (c) to destroy or return to the disclosing Party, at and upon its request, all copies of any Confidential Information of the disclosing Party; and;
- (d) to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.

2.8.3 Exceptions. The obligations set forth in this Article 2.7 shall not apply to any Confidential Information that was legally in the receiving Party's possession prior to receipt from the disclosing Party, was received in good faith from a third party not subject to a confidential obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidential obligation by the receiving Party, was developed by the receiving Party without the developing persons having access to any of the Confidential Information received in confidence from the disclosing Party, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the receiving Party shall give

prior notice to the disclosing Party and shall reasonably cooperate if the disclosing Party deems it necessary to seek protection arrangements.

2.8.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

2.9 Dispute Resolution.

2.9.1 Alternative to Litigation. Except for the enforcement of the provisions of Article 2.7 hereof, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

2.9.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

2.9.3 Arbitration. Except as otherwise provided in paragraph 2.8.1 above, if negotiations fail to produce within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.

2.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

2.11 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

2.12 Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, the order(s) of the FCC construing and implementing the Act (including, but not limited to, First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of the state of Delaware, without giving effect to the conflicts of law provisions thereof.

2.13 Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

2.14 Liability and Indemnity. **EACH PARTY ("INDEMNIFYING PARTY") HERETO AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY"), ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES (AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH AFFILIATES) FROM ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, EXPENSES, SUITS, OR OTHER ACTIONS, OR ANY LIABILITY WHATSOEVER (INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES) SUFFERED BY THE INDEMNIFIED PARTY ARISING OUT OF OR IN CONNECTION WITH (I) ANY CLAIM INVOLVING AN ALLEGATION OF INVASION OF PRIVACY ARISING, DIRECTLY OR INDIRECTLY, FROM THE ACT OR OMISSION OF THE INDEMNIFYING PARTY; (II) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) ANY LOSS, DAMAGE, OR**

DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY THE INDEMNIFIED PARTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE INDEMNIFYING PARTY; (IV) ANY ACTUAL OR ALLEGED DEFAMATION, LIBEL, SLANDER, INTERFERENCE WITH OR MISAPPROPRIATION OF PROPRIETARY OR CREATIVE RIGHT, OR ANY OTHER INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF CONTENT TRANSMITTED BY THE INDEMNIFYING PARTY OR ITS END USERS.

2.14.1 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY 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.

2.14.2 LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED BY SECTION 2.13.1 ABOVE, EACH PARTY'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT OR SOFTWARE, OR THE LOSS OF USE OF SOFTWARE OR EQUIPMENT, OR ACCESSORIES ATTACHED THERETO, DELAY, ERROR, OR LOSS OF DATA. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, AND, EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

2.15 Intellectual Property. Neither Party shall have any obligation to defend, indemnify, or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

2.16 Most Favored Nation. If LEC enters into an agreement that is approved by the State Commission, which provides for transport and termination of Local Telecommunications Traffic within the State, LEC shall upon request of T-Mobile, if applicable, promptly make available to T-Mobile such arrangement upon the same rates, terms and conditions. T-Mobile's entry into this Agreement in no way constitutes a waiver of its rights under Section 252(I)252(i) of the Act.

2.17 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

2.18 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Industry Telephone Company:

Delbert Wilson, General Manager
Industry Telephone Company
17105 Fordtran Blvd
Industry, TX 78944

With copy to:

Creative Support Solutions
5508 Hwy 290 West Suite 203
Austin, TX 78735

If to T-Mobile:

General Counsel
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

With copy to:

Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

2.19. Regulatory Agency Control. This Agreement shall at all times be subject to approval, changes, rules and regulations of the Federal Communications Commission and/or the State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

2.20. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

2.21. Miscellaneous. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both LEC and T-Mobile. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld, conditioned or delayed. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

ARTICLE III: TRANSPORT AND TERMINATION OF TRAFFIC

3.1. Services Covered by This Article.

Types of Services. The traffic subject to this Agreement shall be Telecommunications Traffic which originates from a subscriber on the network of one Party or its Affiliates and Subsidiaries, and is delivered to a subscriber on the network of the other Party or its Affiliates and Subsidiaries. Such traffic includes that traffic which is delivered indirectly via a third-party switch ("Transited Traffic").

3.2. Transport and Termination of Traffic.

3.2.1. Types of Traffic. The Parties shall reciprocally terminate Telecommunications Traffic originating on each other's networks, including traffic transited by a third party. In addition, LEC will, to the extent technologically feasible and unless notified to the contrary by T-Mobile, pass Transited Traffic to/from T-Mobile and any third party End Office which subtends LEC's tandem in accordance with Appendix A attached to this

Agreement and made a part hereof; provided that LEC shall have no obligation to pay, or right to collect termination compensation for such transited traffic. The above notwithstanding, LEC may collect tandem switching and transport charges from the originating carrier for such transited traffic.

3.2.2. Compensation for Exchange of Traffic. The Parties shall compensate each other for the exchange of Local Telecommunications Traffic in accordance with Appendix A attached to this Agreement and made a part hereof.

3.2.3. Reciprocal Termination Compensation: Each Party will pay the other the rate as agreed in Appendix A, Section A1 per minute of use for Local Telecommunications Traffic originated by the paying Party and completed on end user units subscribing to the paid Party's service.

3.2.4. The originating Party shall not charge the terminating Party any third-party costs of transit.

3.2.5. Billing Factors. Local Telecommunications Traffic is subject to Reciprocal Termination Compensation pursuant to Section 3.2.4 above. Such traffic is not subject to access charges and will be delivered indirectly to the terminating (or transiting) Party in any manner chosen by the originating Party provided only that no access charges are paid or received by either Party hereto. The Parties have agreed upon the interMTA factor specified in Appendix A. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

3.2.6. Alternate Facility and Transport Providers. Either Party may utilize the transit services of a third-party carrier or may provide its own Facilities and transport for the delivery of traffic from its network to the Point of Connection relevant POC on the other Party's network. The originating Party shall not charge the terminating party any third-party costs of transit. The subject Facilities may be purchased or leased from a third-party or from LEC.

3.3. Network Management and Maintenance. The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.), to achieve this desired reliability, subject to the confidentiality provisions herein.

3.3.1. Network Management Controls. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A facsimile number must also be provided to facilitate notifications for planned mass calling events.

T-Mobile
24 Hr.: (888) 662-4662
FAX: (425) 378-4040

Industry
24 Hr.: (979) 357-4411
FAX: (979) 357-2323

3.3.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to identify the trouble as not originating from the Party's own facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

3.4. Number Resources.

3.4.1. Number Assignment. Nothing in this Agreement shall be construed in any manner, limit, or otherwise adversely to impact either Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines.

3.4.2. Rate Centers. For purposes of appropriately applying LEC's toll tariff to its end user customers, LEC will utilize Rate Centers published in the LERG for T-Mobile NPA-NXX codes. Calls to such NPA-NXXs will be rated no less favorably than calls by LEC customers to other NPA-NXXs with the same rate center. To the extent T-Mobile imposes distance-sensitive charges on its customers for calls to LEC's NPA-NXXs, T-Mobile will similarly recognize LEC's rate centers and will rate calls to them in a way that is no less favorable than calls by T-Mobile customers to other NPA-NXXs with the same rate centers. Local Telecommunications Traffic originated by LEC will be transited to T-Mobile by LEC. All Local Telecommunications Traffic originated by either Party and addressed to customers of the other will be subject to the reciprocal termination compensation rates set forth herein rather than to access charges.

3.4.3. Local Calling Area. LEC agrees that T-Mobile's NPA-NXX codes within the MTA will be local calls for LEC's subscribers wherever the assigned rate center is within the local calling area (or EAS area) of the calling party.

3.4.4. Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.

3.4.5. Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

3.5. Common Channel Signaling ("CCS").

3.5.1. Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and

IntraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate interoperability of CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

3.5.2. Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.

3.6. The Parties shall adjust compensation for the transport and termination of Local Telecommunications Traffic in the event of State Commission approved rates based on a cost study (performed consistently with then applicable FCC regulations relating to Local Telecommunications) as a result of a rate decision by the State Commission or as a result of arbitration involving one of the Parties. The effective date of the new rate will be the effective date of the State Commission order. The parties agree to true up to generally applicable rates within a forty five (45) day period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the latter of the dates that the signatories have signed below and is effective September 3, 2004.

T-Mobile USA, Inc.

Industry Telephone Company

By: Chris Sykes

By: Delbert Wilson

Name: Chris Sykes

Name: Delbert Wilson

Title: Director, Carrier Mgmt

Title: General Manager

Date: 10/11/06

Date: 10-30-06

T-Mobile Legal Approval By:
[Signature]
10/4/06

APPENDIX A:

RATES AND CHARGES

TRANSPORT AND TERMINATION

- A.1. Indirect Reciprocal Termination Compensation. Except where the number of minutes of mobile to land Local Traffic is *de minimis*, each Party will pay the other .009 per minute of use for Local Telecommunications Traffic originated by the paying Party and completed on end user units subscribing to the paid Party's service.
- A.2. InterMTA Factor. The InterMTA factor is 0 %, until such time that the Parties revise by mutual agreement.
- A.3. De Minimis Rule: In the state in which the traffic exchanged between the Parties is *de minimis*, such that the minutes originated by the Parties are less than 50,000 minutes of use a month for three (3) consecutive months, traffic will be exchanged on a "bill and keep" basis. In the event monthly mobile to land traffic in the state exceeds 50,000 minutes of use, the Parties agree reciprocally (at the written election of either Party) to bill and pay reciprocal compensation at the rates and utilizing the billing factors described herein.
- A.4. Traffic Factor.

In the event either Party is unable to measure traffic as set forth herein, the Parties agree to the following Traffic Factors to estimate the proportion of total Traffic exchanged between the Parties' networks to be:

Industry (land originated)	30%
T-Mobile (mobile originated)	70%

- A.5 The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the Parties, if actual recordings are not provided by the tandem company. The number of minutes of such traffic in a billing period shall be divided by .7 and the resulting total multiplied by .3 in order to arrive at the number of minutes of Local Traffic for which Carrier is entitled to reciprocal compensation from Industry. Upon thirty (30) days prior written notice, either Party may perform an audit of the other Party's billing information strictly related to material Compliance with this Agreement. The Parties agree that such audits will be performed no more than one (1) time per calendar year. The auditing Party shall bear all expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours, without undue interference to the audited Party's business operations, and in compliance with the audited Party's access and security regulations. Prior to providing the Confidential Information to any auditor, the auditing Party will ensure that a nondisclosure agreement or an agreement with similar protections is in place with the auditor that is substantially similar to this Agreement. Each auditor to whom such disclosure is to be made shall be notified by the auditing Party that such Confidential Information is received

in confidence and shall be kept in confidence by such auditor as set forth in this Agreement.

Either Party may elect to measure terminating local traffic through its own recording equipment (if they have the capability) and utilize these measurements in place of the traffic distribution reports from the tandem operator.

A.6 Contact Information:

All bills rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

Industry Telephone Company	T-Mobile
Industry Telephone Company P O Box 40 Industry, TX 78944 OCN: 2093	T-Mobile Carrier Management 12920 Se 38th St Bellevue, WA 98006 OCNs: 4290, 6529, & 6701

All bill inquiries by one Party to the other Party under this Agreement shall be directed to the following locations.

Industry Telephone Company	T-Mobile
Phone number: 512-330-0810 E-mail: industry@csscabs.com	Iris Muranaka 425.748.2335 iris.muranaka@t-mobile.com