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PUBLIC UTILITY COMMISSION
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November 2, 2006

Central Records Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78711

Re: Control No. 33272; *Joint Application of Riviera Telephone Company, Inc. and Sprint Spectrum, L.P. for Approval of a Wireless Interconnection and Reciprocal Compensation Agreement Under the Federal Communications Act of 1996 and the Public Utility Regulatory Act*

Dear Filing Clerk:

On behalf of Riviera Telephone Company, Inc. ("Applicant"), I am submitting two copies, one unbound, of the complete and amended Interconnection and Reciprocal Compensation Agreement between the Applicant and Sprint Spectrum, L.P. pursuant to P.U.C. PROC. R. 21.97(g) and Order No. 2 issued in the above-referenced proceeding. Because this agreement is non-native in nature, no electronic filing is being submitted.

Please file-stamp the additional copies and return them via courier. Your cooperation in this matter is greatly appreciated. Any questions or comments may be directed to me at the above-listed address and telephone number.

Sincerely,

Cindy Neugebauer
Authorized Representative for
Riviera Telephone Company, Inc.

Attachments

HEADQUARTERS:

7852 Walker Drive, Suite 200, Greenbelt, MD 20770
phone: 301-459-7590, fax: 301-577-5575
internet: www.jsitel.com, e-mail: jsi@jsitel.com

Eagandale Corporate Center, Suite 310
1380 Corporate Center Curve, Eagan, MN 55121
phone: 651-452-2660, fax: 651-452-1909

6849 Peachtree Dunwoody Road
Building B-3, Suite 200, Atlanta, Georgia 30328
phone: 770-569-2105, fax: 770-410-1608

547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5124

5 1

cc: Mr. Bill Colston, Jr. President/General Manager
Riviera Telephone Company, Inc.

Mr. Michael Field, Director – Docket Management
Policy Development Division, Public Utility Commission of Texas

DOCKET NUMBER 33272

Complete Interconnection Agreement as Approved on October 16, 2006

**WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

BETWEEN

RIVIERA TELEPHONE COMPANY

AND

SPRINT SPECTRUM L.P.

**Wireless Interconnection and Reciprocal Compensation Agreement
Riviera Telephone Company and
Sprint Spectrum L.P.**

TABLE OF CONTENTS

- I. Article I**
 - 1. Introduction**
 - 2. Recitals**

- II. Article II**
 - 1. Definitions**
 - 2. Interpretation and Construction**
 - 3. Scope**
 - 4. Service Agreement**
 - 5. Compensation**
 - 6. Notice of Changes**
 - 7. General Responsibilities of the Parties**
 - 8. Term and Termination**
 - 9. Cancellation Charges**
 - 10. Non-Severability**
 - 11. Indemnification**
 - 12. Limitation of Liability**
 - 13. Disclaimer**
 - 14. Regulatory Approval**
 - 15. Change In Law**
 - 16. Most Favored Nation Provision**
 - 17. Miscellaneous**
 - 18. Dispute Resolution**
 - **Attachments:**
 - A. Reserved For Future Use**
 - **Appendix A**

I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective as of the 16th day of June 2006 (the “Effective Date”), by and between Riviera Telephone Company (“Riviera”) with offices located at 103 South 8th Street, Riviera, Texas and Sprint Spectrum L.P., a Delaware limited partnership, d/b/a Sprint (“Sprint”) with offices located at 6200 Sprint Parkway Building 6, Overland Park, Kansas 66251 (individually referred to herein as “Party” or collectively referred to herein as “Parties”).

2. RECITALS

WHEREAS, Riviera is an incumbent Local Exchange Carrier in the State of Texas;

WHEREAS, Sprint is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”) and provides such service to its end user customers within the State of Texas;

WHEREAS, Riviera and Sprint exchange landline-to-wireless or wireless-to-landline traffic between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging this traffic as specified below;

WHEREAS, Riviera’s entry into this Agreement does not waive its right to maintain that it is a rural telephone company exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”); and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Riviera and Sprint hereby agree as follows:

II. Article II

1.0 DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 “Act” or “Telecommunications Act” means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996,

and as from time to time interpreted in the duly authorized rules and regulations of the FCC.

- 1.2 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3 “Cell Site” means the location of the radio transmitting and receiving facilities associated with the origination or termination of wireless traffic to a wireless End User.
- 1.4 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
 - a. “End Office Switch” is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - b. “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a Host Office Switch. Local switching capabilities may be resident in a Remote End Office Switch.
 - c. “Host Office Switch” is a switch with centralized control over the functions of one or more Remote Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to Remote End Office Switches requiring terminating, signaling, transmission, and related functions including local switching.
 - d. “Tandem Office Switch” is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from an end office to and from an Interexchange Carrier. A Tandem Office Switch may serve a combined role as both a local and access tandem switch. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.5 “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.

- 1.6 "Commission" means the Public Utility Commission of Texas.
- 1.7 "Extended Area Service" or "EAS" is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that non-optional local calling is available and toll charges do not apply. The terms EAS and EAS Exchanges are as defined and specified in Riviera's then current Local Exchange Tariff.
- 1.8 "Effective Date" means the date first above written.
- 1.9 "FCC" means the Federal Communications Commission.
- 1.10 "Interconnection" for purposes of this Agreement is the indirect and/or direct linking of Riviera and Sprint networks for the mutual exchange of Local Telecommunications Traffic described in this Agreement.
- 1.11 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS provider (with the exception of certain interexchange services provided by CMRS providers, which are subject to switched access charges) or LEC, that provides or carries, directly or indirectly, InterLATA or IntraLATA Toll Services. For purposes of this Agreement, Riviera and Sprint shall not be considered Interexchange Carriers.
- 1.12 "InterMTA Traffic" is telecommunications traffic, which, at the beginning of the call, originates in one MTA and terminates in another MTA.
- 1.13 "ISP" means Internet Service Provider or Enhanced Service Provider.
- 1.14 "Local Telecommunications Traffic" is defined for all purposes under this Agreement as telecommunications traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the San Antonio Major Trading Area (MTA 33), and (c) may be handled pursuant to an arrangement between the originating Party and one or more carriers that performs a transiting function for the originating Party in lieu of a direct connection between Parties, provided that the service provided by Sprint is a two-way wireless mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Riviera shall be the end office serving the calling or called party, and for Sprint shall be the originating or terminating Cell Site location which services the calling or called party at the beginning of the call. Traffic carried by an IXC shall not be considered Local Telecommunications Traffic nor shall Traffic bound for an ISP.
- 1.15 "Local Exchange Carrier" or "LEC" is as defined in the Act.

- 1.16 “Major Trading Area” or “MTA” means Major Trading Area as designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. Part 24.202(a) or other applicable law.
- 1.17 “Mobile Switching Center” or “MSC” is a switching facility that is an essential element of the 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 within the wireless network and between the wireless network and the public switched network for wireless traffic by a CMRS provider. The MSC may also coordinate inter-cell and inter-system wireless call hand-offs and record all system traffic for analysis and billing.
- 1.18 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).
- 1.19 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.20 “Party” means either Riviera or Sprint, and “Parties” means Riviera and Sprint.
- 1.21 “Point of Interconnection” (“POI”) means the technically feasible point(s) of Interconnection between the Parties’ respective networks where an originating Party’s Traffic is deemed to be handed off to the terminating Party’s network for the purpose of applying Reciprocal Compensation charges.
- 1.22 “Rate Center” means a geographic area that is associated with one or more NPA/NXX codes that have been assigned to an Incumbent Local Exchange Carrier for its provision of Telephone Exchange Services.
- 1.23 “Reciprocal Compensation” means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier’s network facilities of Local Telecommunications Traffic, as that term is defined in Section 1.14, that originates on the network facilities of the other carrier.
- 1.24 “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 as described in the Telecommunications Act, 47 U.S.C. § 153(43).

- 1.25 “Telecommunications Carrier” means any provider of telecommunications services (as defined in the Act), except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.26 “Termination” means the switching of Local Telecommunications Traffic, as that term is defined in Section 1.14 at the terminating carrier’s End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.27 “Traffic” means landline-to-mobile or mobile-to-landline Telecommunications between customers of the Parties.
- 1.28 “Transport” means the transmission and any necessary tandem switching of Local Telecommunications Traffic, as that term is defined in Section 1.14 from the Point(s) of Interconnection between the two Parties to the terminating Party’s End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.29 “Type 2 Service” often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office switch (Type 2-B) or a tandem switch (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

- 3.1 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties for the exchange of Telecommunications Traffic between Riviera’s landline customers and Sprint wireless customers. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of Sprint and the ILEC network of Riviera for purposes of mutually exchanging Local Telecommunications Traffic,

provided that the service provided by Sprint to its customer is a two-way mobile service as defined in 47 U.S.C. §153(27). Riviera and Sprint do not agree whether Mobile Service, as defined in 47 U.S.C. §153(27), includes the provision of fixed wireless services and therefore disagree on the regulatory treatment applicable to exchange of such traffic. Sprint does not currently provide fixed wireless services in Riviera's Local Exchange Service Area. Sprint agrees that it will provide Riviera notice if and when it may launch fixed wireless services in Riviera's Local Exchange Service Area. Upon Riviera's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic. This Agreement does not cover Sprint one-way paging service traffic, if any.

- 3.3 Sprint represents that it is a CMRS provider of Telecommunications services to subscribers in MTA Number 33 (San Antonio). The NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 6664, 8460 and 6979 in the State of Texas.
- 3.4 This Agreement is limited to Riviera end user customers' traffic for which Riviera has authority to carry. Riviera's NPA/NXX(s) are listed in the LERG under OCN 2134.
- 3.5 Traffic bound for an ISP is not subject to this Agreement.
- 3.6 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of Riviera and Sprint. Additional arrangements that may be agreed to in the future will be documented in a separate written amendment to this Agreement. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

- 4.1 Direct Interconnection: Under this Agreement, a Type 2 two-way interconnection trunk group (Type 2B Service) may be provided and provisioned between Riviera and Sprint, upon the mutual agreement of both Parties with the POI designated at any mutually agreeable point on Riviera's network. Sprint may obtain trunking from Riviera for the Type 2-B interconnection trunk group or Sprint may obtain trunking from a third-party provider. Should Sprint obtain trunking from Riviera, applicable Special Access tariff charges for establishing and provisioning of this trunk group will be billed by Riviera to Sprint as described in § 5.3.4 below.

1. Landline-to-Wireless:

Local Telecommunications Traffic from Riviera's landline customers to Sprint wireless customers shall be routed from Riviera's Host Office Switch in the Riviera Exchange to Sprint via the two-way Type 2B direct trunk group.

2. Wireless-to-Landline:

Local Telecommunications Traffic originated by Sprint wireless customers within MTA 33, or the wireless customers of another CMRS provider that has entered into roaming arrangement with Sprint, while roaming on Sprint wireless network, to Riviera's landline customers shall be routed from Sprint network via the two-way Type 2B direct trunk group. Markets served by multiple MSCs will still experience indirect traffic unless direct trunking has been built between each location.

4.2 Indirect Traffic to Riviera:

Traffic that is exchanged between the Parties via arrangements negotiated individually with a third party provider is considered indirect traffic. Each Party shall be responsible for establishing appropriate arrangements with the third-party LEC(s), if any, that Party selects for transiting traffic to the other Party. Each Party shall be responsible for providing trunks from its network to the point of interconnection with the networks(s) of any such third-party LEC(s).

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic and is related to the exchange of traffic described in Section 4. For the purposes of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual conversation time determined from usage recorded and/or records/reports provided by any transiting carrier or may be measured directly by the terminating Party. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage less traffic recorded as local that is InterMTA Traffic. When only one Party is capable of measuring the amount of traffic terminating on its network, the Parties have agreed to a net billing arrangement utilizing the calculation methodology and factors set forth in Appendix A, Section 4.

The rate for Reciprocal Compensation is listed in **Appendix A**.

The Parties agree to bill each other for Local Telecommunications Traffic as described in this Agreement unless the Local Telecommunications Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Telecommunications Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above, which shall be incorporated into this Agreement. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of Section 16, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that some traffic rated and recorded as Local Telecommunications Traffic, may originate or terminate in another MTA, and therefore is InterMTA Traffic and subject to Switched Access Compensation as outlined herein. Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Agreement, to a factor of 5% as an estimate of InterMTA Traffic. The InterMTA factor will be multiplied by the total Wireless to Landline Local Telecommunications Traffic minutes recorded each month by Riviera to determine those minutes to which interstate access rates apply. The InterMTA factor shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

5.3 Calculation of Payments and Billing.

1. Riviera shall compensate Sprint for Local Telecommunications Traffic that is delivered by Riviera to Sprint, as prescribed in Section 4 and at the rate provided in Section 5.1. Sprint will compensate Riviera for Local Telecommunications Traffic delivered to Riviera for termination to its customers, as prescribed in Sections 4 and at the rate provided in Section 5.1 and, for InterMTA Traffic exchanged between Sprint and Riviera, as prescribed and at the rates provided in Section 5.2.
2. Where direct interconnection facilities are used for traffic exchanged between the Parties, the charges for such facilities provided and billed by Riviera shall be shared based on each Party's proportion of originating traffic to total traffic exchanged between the Parties, in accordance with this Agreement. This estimated percentage is referred to as the Shared Facility Factor and is listed in **Appendix A** of this Agreement. The charges for such facilities, excluding cost of new construction (if any), provided and billed by Riviera shall be reduced by applying the Shared Facility Factor in **Appendix A** to the total facility charge to derive charges for the portion of the facility that Sprint is obligated to pay to Riviera. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor appropriately.
3. Either party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement not more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows; (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not

to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules.

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

1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for a settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (a) 8% per annum or (b) the highest rate of interest that may be charged under Texas' applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.
2. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (a) 8% per annum or (b) the highest rate of interest that may be charged under Texas' applicable law.
3. Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.
4. Invoices shall be sent to:

Sprint Spectrum L.P.	Riviera Telephone Company
<p><u>If by regular mail:</u></p> <p>Sprint Attn: Access Verification P.O. Box 6827 Shawnee Mission, KS 66206</p> <p><u>If by overnight mail:</u></p> <p>Sprint Attn: Access Verification 6500 Sprint Parkway Mailstop: KSOPHL0402 Overland Park, KS 66151</p>	<p>Riviera Telephone Company Attn: Accounts Payable P.O. Box 997 Riviera, TX 78739</p>

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. All interconnection facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards.

7.1 The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable

opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.4 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting Sprint to the Riviera SS7 systems is permitted. Such connections will meet generally accepted industry technical standards.
- 7.5 Each Party shall be responsible for its own independent connections to the 911/E911 network.

8.0 TERM AND TERMINATION

- 8.1 Subject to the provisions of Sections 14, the initial term of this Agreement shall be for one-year term ("Term"), which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month-to-month basis, until replaced by another agreement or terminated by either Party upon sixty (60) days written notice to the other.
- 8.2 Upon termination or expiration of this Agreement in accordance with this Section:
 - 1. Each Party shall comply immediately with its obligations as set forth above;
 - 2. Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
 - 3. Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 8.3 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

- 8.4 Sprint agrees, per 47 CFR 51.715(d), to true up any difference between the compensation received and paid under the Parties' current interim arrangement, and the compensation that would have been received or paid under an agreed upon interconnection agreement.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 SEVERABILITY

- 10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 10.2 If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the Parties shall negotiate in good faith for replacement language subject to the Dispute Resolution Section 18.
- 10.3 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

- 11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:
1. damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
 2. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
 3. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

- 11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.
1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
 2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
 3. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

- 12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 12.3 Except as otherwise provided in Section 11.0, no Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said,

omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

14.1 The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

14.2 The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a determination that is generally applicable 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.

16.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act and 47 C.F.R. § 51.809, Sprint shall be entitled to obtain from Riviera any Interconnection/Compensation arrangement provided by Riviera to any other similarly situated CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions. The term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

17.0 MISCELLANEOUS

17.1 Default Routing

Each Party shall fulfill its N-1 carrier responsibility, as required by the effective rules and regulations of the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). Neither Party shall default route unqueried telecommunications traffic bound for a third party telecommunications carrier to the other Party.

17.1 Authorization

1. Riviera is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.
2. Sprint Spectrum, L.P. is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, and authorized to do business in the State of Texas, has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Sprint or Riviera in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Sprint

or Riviera in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Sprint and Riviera end users or others.

17.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition as soon as reasonably possible. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17.5 Confidentiality.

1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 17.5.2 of this Agreement.

2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.
3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Texas without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations and shall be reduced to writing.

17.7 Taxes. The Parties shall comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such Party. The Providing Party will separately state all taxable and nontaxable charges on the original invoice for goods or services provided under this Agreement. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale

tax exemption certificate will result in no exemption being available to the purchasing Party.

17.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.10 Notices.

1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express delivery service; or (c) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To: Sprint

To: Riviera Telephone Company

<p>Sprint Manager – ICA Solutions 6330 Sprint Parkway Mailstop: KSOPHA0310 Overland Park, KS 66251-2060</p> <p>Copy to:</p> <p>Sprint Legal/Telecom Management Privacy Group 6391 Sprint Pkwy Mailstop: KSOPHT0101-Z2060 Overland Park, KS 66251-2060</p>	<p>Riviera Telephone Company Attn: Bill Colston, Jr. P.O. Box 997 103 South 8th Street Riviera, TX 78739</p>
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Or to such other address as either Party shall designate by proper written notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

2. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other network arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For Riviera:

NOC/Repair Contact Number: (361) 296-3232

For Sprint:

NOC/Repair Contact Number: (888) 859-1400

E-Mail: NMC-NOCCManagers@sprint.com
NMC-NOCCSupervisors@sprint.com

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

- 17.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 17.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 17.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms,

conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

- 17.15 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 17.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by an amendment in writing and executed by an authorized officer or duly authorized employee of each Party.

18.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

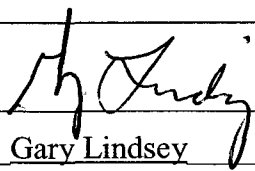
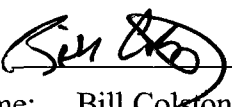
- 18.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that that non-lawyer, business representatives, conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all

Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms. In the case of arbitration, each Party shall bear its own costs.

18.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Sprint Spectrum L.P.	Riviera Telephone Company
By: <u></u>	By: <u></u>
Name: <u>Gary Lindsey</u>	Name: <u>Bill Colston, Jr.</u>
Title: <u>Director - Access Solutions</u>	Title: <u>President/General Manager</u>
Date: <u>10/26/06</u>	Date: <u>11-01-06</u>

Attachment A

Reserved For Future Use

Appendix A

1.0 Reciprocal Compensation

The rate for Reciprocal Compensation is \$0.022 per minute of use.

2.0 InterMTA Factor 5%

3.0 Shared Facilities Factor

- a) Landline-to-Wireless - To be determined
- b) Wireless-to-Landline - To be determined

To be determined at time of direct interconnection per Section 5.3.3.

4.0 Local Telecommunications Traffic Factor

- a) Landline-to-Wireless (LTW) - 5.0%
- b) Wireless-to-Landline (WTL) - 95.0%

For the purpose of billing compensation for Local Telecommunications Traffic, the Parties have agreed to a net billing arrangement utilizing the factors set forth in Appendix A, Section 4, which shall be applicable when only one Party is capable of measuring the amount of traffic terminating on its network. The traffic factors described therein shall be used to establish the minutes of use of Local Telecommunications Traffic subject to Reciprocal Compensation from one Party terminating to the other Party as a percentage of total 2-way traffic exchanged between the Parties. The traffic factors contained herein are subject to change based upon mutually acceptable traffic data no more frequently than every six months. Parties shall use the mutually acceptable traffic data to negotiate new traffic factors. If the traffic factors are not updated, the Parties shall use the last previously established factors. As an example of applying the factors discussed herein, the Parties agree to utilize the following example calculations.

Calculation: Assume that Riviera records the termination of 5,000 minutes of Wireless-to-Land traffic via direct and indirect connection:

- A. Switched Access Compensation Owed Riviera

- $5,000 \text{ (WTL minutes)} * .05 \text{ (InterMTA Factor)} = 250 \text{ (InterMTA Traffic)}$
- $\text{InterMTA Traffic} * \text{Riviera Tariffed Rate} = \text{Switched Access Compensation owed Riviera}$

B. Reciprocal Compensation Owed Riviera

- $5,000 \text{ (WTL minutes)} - 250 \text{ (InterMTA Traffic)} = 4,750 \text{ (WTL Local Telecommunications Traffic)}$
- $4,750 \text{ (WTL Local Telecommunications Traffic)} / .95 \text{ (LTW Factor)} * .05 \text{ (WTL Factor)} = 250 \text{ minutes of Local Telecommunications Traffic originated by Riviera to Sprint.}$
- $(4,750 \text{ (WTL Local Telecommunications Traffic)} - 250 \text{ (LTW Local Telecommunications Traffic)}) * \$0.022 \text{ (Reciprocal Compensation Rate)} = \text{Reciprocal Compensation owed Riviera}$