

**WIRELESS TRAFFIC EXCHANGE AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND
BEEHIVE TELEPHONE COMPANY
(ILEC)**

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THIS AGREEMENT (the “Agreement”) is made by and between Beehive Telephone Company (“Company”), an Incumbent Local Exchange Carrier (“ILEC”) certificated in the State of Nevada, (the “State”), on behalf of itself and its ILEC affiliates, if any, in the State, and New Cingular Wireless PCS, LLC, a Delaware limited liability company on behalf of itself and its Commercial Mobile Radio Service (“CMRS”) operating affiliates in the State, d/b/a AT&T Mobility (“AT&T Mobility”), and shall be deemed effective as of the date of the last signature (“Effective Date”). This Agreement may refer to either Company or AT&T Mobility as a “Party” or collectively as the “Parties.”

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- A. Company is authorized to provide local exchange service in the State to Telecommunication Carriers interconnected with its tandem facilities.
- B. AT&T Mobility is a CMRS provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS.
- C. Company will file this executed Agreement for approval with the State Public Service Commission.
- D. This Agreement establishes the methodology for the exchange of and compensation for Local Traffic originated on the network of one Party, terminated on the network of the other Party and exchanged via Direct Interconnection Facilities, or exchanged indirectly through the Transit Service of a third-Party Telecommunications Carrier, other than an interexchange carrier (IXC), .
- E. This Agreement supersedes and terminates all previous agreements (if any) between Company (including those of any of its ILEC Affiliates operating in the State, and AT&T Mobility (including any of its CMRS operating Affiliates) governing the exchange of traffic between telecommunications carriers.

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Undefined terms shall have the meaning specified by federal law, when applicable.

- A. “Act” - The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.
- B. “Affiliate” - 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.

- C. “CMRS” – Commercial Mobile Radio Service as defined in 47 C.F.R. § 20.3.
- D. “Direct Interconnection Facilities” - means dedicated transport facilities directly connecting the Parties’ networks via trunk ports dedicated to the transport of Traffic.
- E. Indirect Interconnection means Authorized Traffic which is originated by one Party and terminated to the other Party in which a third-party carrier, other than an interexchange carrier (IXC), provides an intermediary transiting service.
- F. “InterMTA Traffic” - Telecommunications traffic that at the beginning of the call originates in one MTA and terminates in another MTA. For any AT&T Mobility originated traffic, InterMTA Traffic will be determined by the MTA location of the first cell site at the beginning of the call and the MTA location associated with the called party number as shown in the Local Exchange Routing Guide (LERG). For any traffic received by AT&T Mobility, regardless the provider of origin, InterMTA Traffic will be determined by the routing points of the calling and called party numbers as shown in the Local Exchange Routing Guide (LERG).
- G. “IntraMTA Traffic” – Telecommunications traffic that at the beginning of the call originates and terminates in the same MTA. For any AT&T Mobility originated traffic, IntraMTA Traffic will be determined by the MTA location of the first cell site at the beginning of the call and the MTA location associated with the called party number as shown in the Local Exchange Routing Guide (LERG). For any traffic received by AT&T Mobility, regardless the provider of origin, IntraMTA Traffic will be determined by the routing points of the calling and called party numbers as shown in the Local Exchange Routing Guide (LERG).
- H. “MTA” – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- I. “Telecommunications” – As defined in 47 U.S.C. § 153(50).
- J. “Telecommunications Carrier” – As defined in 47 U.S.C. § 153(51).
- K. “Traffic” – Telecommunications, including both InterMTA Traffic and IntraMTA Traffic.
- L. “Transit Service” – A service in which a Telecommunications Carrier accepts Traffic from an originating carrier or provider, transports the Traffic over its own network and hands off the Traffic to a third-party Telecommunications Carrier for termination.

3. **TERM OF AGREEMENT**

- A. The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.

B. Unless terminated earlier by the terms of this Agreement, at the end of the Initial Term, the Agreement will remain in effect on a month to month basis until terminated by either party upon thirty (30) days' notice.

C. In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. Default is defined to include:

- (1) A Party's insolvency or initiation of receivership proceedings by or against the Party;
- (2) A Party's material breach of any of the terms or conditions hereof; or
- (3) A Party's failure to make any disputed payment within fifteen days after written notice of the results of the final resolution of such dispute.

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

E. If upon expiration or termination of this Agreement other than pursuant to Section 3(C) above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective; provided, however, that during this time a Party's obligation to continue to perform its obligations and provide the services described herein under this Agreement shall be excused in the case of (1) fraud, (2) bad faith or (3) failure to reach agreement ninety (90) calendar days after termination. The Parties expressly agree that all Traffic exchanged from the date of termination of this Agreement to the effective date of the successor agreement shall be subject to and shall be trued-up to comply with the rates and corresponding terms and conditions of the successor agreement.

F. If this Agreement is terminated other than pursuant to Section 3(C) above and the Parties do not agree to negotiate a successor agreement, or if this Agreement is terminated other than pursuant to Section 3(C) above and the Parties agree to negotiate a successor agreement but fail to reach agreement within ninety (90) calendar days after termination, then upon either Party's notice to the other of its intent to disconnect all Direct Interconnection Facilities between the Parties, the Parties shall work in good faith during the following thirty (30) days to develop a schedule for alternative routing of the affected Traffic. After this thirty (30) days' period has expired, all Direct Interconnection Facilities may be disconnected.

4. COMPENSATION

- A. Neither Party shall bill the other Party nor the other Party's customers for any IntraMTA Traffic exchanged over an Indirect Interconnection through a Transit Service or Direct Interconnection with the other Party. Traffic delivered over the interexchange access network through Feature Group D is not Transit Service.
- B. The Parties agree that the amount of InterMTA Traffic exchanged between them over Direct Interconnection Facilities is de minimis; in other words, less than one percent of total traffic that each Party sends to the other over local interconnection trunks is InterMTA Traffic. Therefore, the Parties agree that they shall not bill each other nor the other Party's customers for any InterMTA Traffic exchanged in accordance with this Agreement. Further, the Parties agree that this Agreement is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of AT&T Mobility's customers, the Parties acknowledge that a de minimis amount of InterMTA Traffic can be delivered directly over the interconnection trunks ; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
- C. The Parties agree to review the InterMTA Traffic on a periodic basis and, if the amount of interMTA traffic is greater than 1% of the total Traffic, the parties will work together to resolve the error expeditiously. If the percentage of interMTA traffic is not corrected within thirty (30) days of identification, it shall be subject to the applicable switched access charges.
- D. Prohibited Traffic
 - (1) Neither Party shall send any Prohibited Traffic to the other for termination, nor shall either Party terminate any prohibited traffic received from the other Party. In addition to the rights afforded herein to each Party pursuant to paragraph 3.D and all other applicable paragraphs, either Party may block any call, communication or transmission originating from, or terminating to, a telephone number, without notice of any kind if the Party reasonably believes that the call, communication or transmission constitutes Prohibited Traffic. Either may disclose to third-parties Company information regarding the quantity, technical configuration, type, origination, destination, or number of calls, communications, or transmissions of services to the extent needed to investigate suspected misuse, fraudulent, abusive, and/or unlawful use of, or subscription to the other Party's service under this Traffic Termination Agreement (including disclosing information regarding Prohibited Traffic).
 - (2) Prohibited Traffic consists of calls, communications, or transmissions being transmitted, placed, or attempted that either Party reasonably believes are in violation of applicable laws, rules or regulations or are nuisance calls. Evidence of Prohibited Traffic includes the following:

- a) Predictive dialing of telephone numbers at the NPA or NXX level;
 - b) Any telephone call (other than a call made for emergency purposes or is made with the prior express consent of the called party) using an automatic telephone dialing system or an artificial or prerecorded voice, unless the call
 - i) Is made for emergency purposes;
 - ii) Is not made for a commercial purpose;
 - iii) Is made for a commercial purpose but does not include or introduce an advertisement or constitute telemarketing;
 - c) Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - d) Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
 - e) Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - f) Placing calls for the primary purpose of generating queries to capture the Caller ID Name (CNAM) associated with a telephone number;
 - g) Telemarketing or telephone solicitations to a party that is on a state or federal 'Do Not Call' list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - h) Denial of service attacks; and
 - i) Artificial traffic stimulation, revenue pumping, regulatory arbitrage.
- (3) By way of example, and not as a limitation, applicable laws, rules, and regulations include the following:
- a) Truth in Caller ID Act, 47 U.S.C. Section 227(e); 16 C.F.R. Part 310.4(a)(8);

- b) Telephone Consumer Protection Act (TCPA) of 1991 and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq.;
 - c) Telemarketing Sales Rule, including the August 2008 Amendment at 16 CFR Part 310; and
 - d) Do Not Call Implementation Act (DNCIA, 2003) and any other similar federal or state laws.
- (4) Notification and Remediation of Prohibited Traffic. In the event either Party identifies Prohibited Traffic being delivered, that Party shall notify the other Party immediately, and provide information describing the nature of the Prohibited Traffic. Each Party agrees to work cooperatively with the other Party to take all steps required to eliminate such traffic. Each Party agrees to withhold a notice of default pursuant to Section 3.D of this Agreement, so long as it determines that Company is working in good faith to eliminate identified Prohibited Traffic.

5. METHODS OF INTERCONNECTION

- A. The Parties may elect to exchange Traffic utilizing Direct Interconnection or Indirect Interconnection as specified in the paragraphs below.
- B. A Party may only deliver to the other Party switch Traffic which is destined to terminate to the other Party's end user whose number is resident in that switch.
- C. Unless otherwise agreed by the Parties, the Parties agree that they shall not be obligated to establish two (2) way Direct Interconnection facilities. Nothing herein shall be deemed to limit either Party's right to establish one (1) way Direct Interconnection facilities with the other Party.
- D. In the event that either Party elects to utilize one (1) way facilities for Direct Interconnection, then that Party shall bear the entire cost of such one (1) way Direct Interconnection facilities. The election of a Party to utilize a one (1) way Direct Interconnection facility does not impose an obligation on the other Party to utilize a one (1) way Direct Interconnection facility.
- E. Until the Parties establish two (2) way Direct Interconnection, the Parties agree that either Party may use an intermediate third-party network ("Transit Provider") to exchange Traffic with the other Party. If a Party chooses to send Traffic to the other Party via Indirect Interconnection, then the originating Party will pay any Transit charges of the Transit Provider providing the Transit Service. Traffic delivered over the interexchange access network through Feature Group D is not Transit Service.
- F. If two-way trunks are established, Company and AT&T Mobility shall be responsible for all trunk costs on its side of the point of interconnection.

- G. The Parties will comply with and follow the North American Dial Plan Standard LERG-based routing.
- H. Upon AT&T Mobility's implementation of Internet Protocol ("IP") interconnection, the Parties will work cooperatively in good faith to transition the interconnection between the Parties to IP interconnection. Specific rates, terms and conditions for IP to IP interconnection will be negotiated at that time.

6. BILLING

A. Charges and Payment

- (1) In consideration of the services provided under this Agreement, AT&T Mobility shall pay the charges set forth herein.
- (2) AT&T Mobility shall pay invoices within ninety (90) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

Beehive Telephone Company
2000 Sunset Road
Lake Point, Utah 84074

AT&T Mobility
C/O TEOCO
12150 Monument Drive
Suite 700
Fairfax, VA 22033
(in "RE" space put "Xtrak")

or such other address as AT&T Mobility may designate on at least thirty (30) days prior written notice.

- (3) Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved. On the other hand, AT&T Mobility may choose to pay a disputed amount without waiving its right to raise the dispute. Disputed amounts will not be paid into an escrow account. If the billing dispute is finally resolved in favor of the billing Party, and if the disputing party chose not to pay the disputed amount, the disputing Party shall pay late payment charges (pursuant to the immediately following paragraph) accruing from the date payment was originally due. If the billing dispute is finally resolved in favor of the disputing Party, and if the disputing Party chose to pay the disputed amount, the billing Party shall pay late payment charges accruing from the date payment was made.
- (4) The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the billing Party will assess a late payment charge equal to one-half per cent (1/2%) per month of the balance due, until the amount due, including late payment charges, is paid in full.

- (5) All charges under this agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year from the time the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. Nothing in this subsection shall affect the right of AT&T Mobility to contest inaccurate invoices to the extent provided under law.
- (6) If no previous interconnection agreement exists between the Parties, there shall be no liability or billing for services otherwise subject to this agreement but provided prior to the Effective Date of this agreement. If a previous interconnection agreement exists between the Parties, then the terms and conditions of this Agreement shall relate back to the date of termination of the previous agreement, and the Parties shall true-up all payments made from the date of termination of the previous agreement to the Effective Date of this Agreement.
- (7) Invoices between the parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.

7. ACCESS TO 911/E911 EMERGENCY NETWORK

- A. Access to 911/E911 is not provided under this Agreement.

8. SS7

- A. Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to AT&T Mobility for AT&T Mobility's review.
- B. Where available, Company agrees to provide carrier identification parameter (CIP) within AT&T Mobility's SS7 call set-up signaling protocol at no charge.
- C. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- D. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

9. NETWORK DESIGN AND MANAGEMENT

A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. Company will provide written notice to AT&T Mobility of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- (1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.

B. Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.

C. The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged traffic. All CCS signaling parameters will be provided. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

D. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

E. Company will process AT&T Mobility maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.

F. In the case of Direct Interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

10. LOCAL NUMBER PORTABILITY

A. A. Both Parties shall abide by the rules and regulations of the Federal Communications Commission and applicable state public utility commission rules and regulations to port numbers from and to each other.

B. The Parties shall exchange and follow Trading Partner Profiles ("TPP") information applicable to Nevada in order to provide the Parties with the necessary information required to provision a request to port a telephone number. Each Party shall update its TPP information as necessary to maintain the accuracy of its TPP and shall provide such updated TPP to the other Party as soon as practicable.

11. LIMITATION OF LIABILITY

C. A Party's liability for direct damages for breach of this Agreement or for direct damages arising out of performance under this Agreement shall be limited to one hundred thousand dollars (\$100,000.00) in the aggregate during the life of this Agreement, which life shall include performance of the terms of this Agreement after expiration or termination pursuant to Section 3(E) above.

D. Neither Party shall be liable to the other Party for any indirect, incidental, consequential or special damages arising out of or related to any claims of any nature related to this Agreement, including, without limitation, claims against a Party by its Customers, lost profits, lost revenues, and/or loss of business opportunity to the other Party arising out of this Agreement, including, but not limited to, delays in installation, maintenance or restoration of facilities, services or arrangements, or out of mistakes, omissions, interruptions or errors or defects in transmission occurring in the course of providing such facilities, services or arrangements.

C. The foregoing shall not limit a Party's obligation as set out in this Agreement i) to indemnify, defend, and hold the other Party harmless against amounts payable to third parties, ii) for breach of the confidentiality provisions of Section 16, or iii) to pay amounts due under this Agreement.

D. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, 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.

12. INDEMNITY

A. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's negligent or grossly negligent acts or omissions under this Agreement, or arising from the other Party's intentional misconduct under this Agreement, including without limitation: 1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) all other claims arising out of a tortious act or omission of the other Party.

B. As to all indemnification obligations throughout this Agreement, the indemnifying Party agrees to (a) defend, or at its option settle, any claim or suit against the indemnified Party as agreed to herein; and (b) pay any final judgment entered against the indemnified Party on such issue or any settlement thereof. The indemnified Party above: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent that the other Party is prejudiced thereby; (ii) must provide all information

and assistance as reasonably requested by, and at the expense of, the other Party in connection with the conduct of the defense and settlement thereof; and (iii) may participate in such defense or settlement with its own counsel at its sole expense, but without control or authority to defend or settle. The indemnifying Party shall not take any action, which unreasonably exposes the indemnified Party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified Party, which shall not be unreasonably withheld.

C. Notwithstanding anything to the contrary in any agreement between the parties, no indemnification shall arise as to Claims that are paid by the indemnified Party without the express written consent of the indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

13. MODIFICATION OF AGREEMENT

A. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14. INTELLECTUAL PROPERTY

A. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Company to ensure, at no separate or additional cost to AT&T Mobility, that Company has obtained any necessary licenses (in relation to intellectual property of third parties used in Company's network) to the extent of Company's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

15. CONFIDENTIAL INFORMATION

A. The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary information regarding each other's business as a result of this Agreement including but not limited to payments, volume of traffic between the Parties, and specifications drawings, models, samples, data, computer programs, documentation, network configurations, transmission plans, facilities deployment information, and other technical or business information. ("Confidential Information"). The disclosing Party will make a good faith effort to cause Confidential Information (1) disclosed in tangible form to be marked, and (2) disclosed verbally to be identified verbally at the time of disclosure or promptly thereafter, as proprietary or confidential. Notwithstanding the foregoing, a disclosing party's failure to so mark or identify Proprietary Information will not excuse a receiving party from the

requirements of this Agreement if the receiving party knew or should have known that such Proprietary Information was proprietary or confidential.

B. Each Party agrees to treat all such Confidential Information, including this Agreement, as strictly confidential and to use such Confidential Information only for the purpose of performance under this Agreement. Each Party agrees not to disclose Confidential Information unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. Notwithstanding the above, the Parties may share Confidential Information with their respective Affiliates, provided those Affiliates agree to be bound to the terms of the confidentiality provisions of this section; and AT&T Mobility may authorize an agent to perform bill validation payment functions, financial and other administrative/accounts payable operational tasks, and AT&T Mobility agrees that such authorized agent shall be bound by the confidentiality provisions of this section. Additionally, the above confidentiality obligations do not apply to information otherwise considered Confidential Information if it (1) was previously known by the receiving Party free from any obligation to keep it confidential, (2) is independently developed by the receiving Party, (3) becomes publicly available by means other than unauthorized disclosure or breach of this Agreement, or (4) is disclosed to the receiving Party by a third party without breach of any confidentiality obligation.

16. COMPLIANCE WITH LAW; FORCE MAJEURE

A. The Parties shall comply with any applicable orders, rules or regulations of the FCC, state regulatory commission and federal and state law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from causes beyond its reasonable control and without its negligence, which causes may include acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions.

17. CHANGE OF LAW

A. In the event that any legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days' written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

18. WAIVER

A. 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.

19. ASSIGNMENT

A. A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, a Party may assign this Agreement, or any portion thereof, without consent to an Affiliate or the surviving entity of a merger and acquisition. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.

20. SEVERABILITY

A. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

21. AUTHORITY

A. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

22. SURVIVAL

A. Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

23. GOVERNING LAW

A. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to its conflicts laws, as well as by the Act and other applicable federal law.

24. NOTICES

A. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; or (ii) delivered by express delivery service, including overnight mail; or (iii) mailed, certified mail, return receipt requested:

To: Beehive Telephone Company
2000 Sunset Street

To: AT&T MOBILITY
1 AT&T Way

Lake Point, Utah 84074
Attn: Larry Mason
Sr. V.P. of Regulatory Affairs

Phone: 435-837-6137
Fax: _____

Room 4A105
Bedminster, NJ 07921
Attn: David Handal
Director Sourcing Operations
Phone: 908-234-3707
Email: dh6491@att.com

With a copy to:

Attn:

With a copy to:

AT&T Services, Inc.
Legal Department
208 S. Arkard Street
Room 3045
Dallas, TX 75202
Attn: Interconnection Agreement Counsel
Phone: 214-757-3433

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

25. RELATIONSHIP OF PARTIES

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

26. NO THIRD PARTY BENEFICIARIES

A. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent AT&T Mobility from providing services to or obtaining services from other carriers.

27. ENTIRE AGREEMENT

A. This constitutes 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.


28. CONFLICT WITH TARIFFS


A. In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control.

This Agreement is executed as dated below.

Beehive Telephone Company

New Cingular Wireless LLC, on behalf of itself and its wireless operating affiliates in the State, dba AT&T Mobility

By: 
CEM V FRANCIS (JUL 26, 2021 10:23 AM EDT)

By: 
DAN LE (JUL 26, 2021 10:24 AM EDT)

Cameron Francis

Dan Le

(Print Name)

(Print Name)

Chief Executive Officer

Lead Carrier Relations Mgr.

(Title)

(Title)

Date: Jul 26, 2021

Date: Jul 26, 2021