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**Via electronic filing**

March 30, 2023

Executive Director Linda C. Bridwell  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40601

**PSC Reference 01268**

RE: Interconnection Agreement between DISH Wireless L.L.C. and North Central Telephone  
Coop., Inc.

Dear Director Bridwell:

Submitted via EFS on behalf of North Central Telephone Coop., Inc. and DISH Wireless L.L.C. is a negotiated interconnection agreement between the two companies. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

Please call or email me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Eileen M Bodamer'.

Eileen M Bodamer  
Consultant to North Central Telephone Coop., Inc.

Enc.

Cc (email): Johnny McClanahan (North Central Telephone Coop., Inc.)  
Ofelia De Guzman (DISH Wireless L.L.C.)

**WIRELESS TRAFFIC EXCHANGE AGREEMENT  
BETWEEN  
NORTH CENTRAL TELEPHONE COOPERATIVE  
AND  
DISH WIRELESS L.L.C.**

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**THIS AGREEMENT** (the “Agreement”) is made by and between North Central Telephone Cooperative (“NCTC”), an Incumbent Local Exchange Carrier (“ILEC”) certificated to provide telecommunications services in the State of Kentucky and DISH Wireless L.L.C. (“DISH”), a Commercial Mobile Radio Service (“CMRS”) provider registered to provide wireless telecommunications services and shall be deemed effective on the Effective Date as defined below. This Agreement may refer to either NCTC or DISH 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. NCTC is authorized to provide local exchange telecommunications service in the state of Kentucky.
- B. DISH provides wireless telecommunications services that meet the definition of Commercial Mobile Radio Service (“CMRS”) under the rules of the Federal Communications Commission (“FCC”).
- C. NCTC will file this executed Agreement for approval with the Kentucky Public Service Commission.
- D. This Agreement establishes the methodology for the exchange of and compensation for 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.
- E. This Agreement supersedes and terminates all previous agreements (if any) between NCTC and DISH 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. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
- D. “CMRS” – Commercial Mobile Radio Service as defined in 47 C.F.R. § 20.3.
- E. “Direct Interconnection Facilities” means dedicated transport facilities directly connecting the Parties’ networks via trunk ports dedicated to the transport of Traffic as defined herein, at POI(s) established pursuant to this Agreement.
- F. “Effective Date” of this Agreement is the earlier of: (i) the date the Commission deems the Agreement effective; or (ii) ninety (90) days after the filing of the Agreement with the Commission provided the Commission does not reject the Agreement in the intervening period.
- G. “InterMTA Traffic” – Telecommunications traffic that at the beginning of the call originates and terminates in different MTAs. For any DISH 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 DISH, 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).
- H. “IntraMTA Traffic” (Non-Access Telecommunications Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA. For purposes of determining originating and terminating points, the originating or terminating point for NCTC shall be the end office serving the calling or called party, and for DISH shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- I. “MTA” – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- J. “Telecommunications” – As defined in 47 U.S.C. § 153(50).
- K. “Telecommunications Carrier” – As defined in 47 U.S.C. § 153(51).
- L. “Traffic” – Telecommunications, including both InterMTA Traffic and IntraMTA Traffic.

### 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 C (3) above, either Party may request negotiation of a successor agreement up to the end of the then-current term of this Agreement.

If either Party has requested the negotiation of a successor agreement as described above, then during the period of negotiation of the successor agreement, each Party shall continue to perform its obligations and provide the services described herein until the successor agreement becomes effective. The rates, terms and conditions applying during the interim period between the end of the then-current term of this Agreement and when the successor agreement is executed shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement reached through negotiation or arbitration.

If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act.

If the Parties are unable to negotiate a successor agreement by the end of the statutory time frame, or any mutually agreed upon extension thereof, and neither Party submits this matter to the Commission for arbitration, then the Agreement shall terminate at the conclusion of the statutory time frame or at the end of the extension to the statutory time frame.

#### 4. COMPENSATION

- A. Neither Party shall bill the other Party nor the other Party's customers for any IntraMTA Traffic exchanged with the other Party.
- 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 DISH'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. For the avoidance of doubt, and Traffic delivered by either Party through an IXC / FGD Carrier, including such Traffic deemed IntraMTA, is expressly excluded from compensation arrangements in this Section and such Traffic will be billed as applicable to the IXC / FGD Carrier that delivered the Traffic.

#### 5. METHODS OF INTERCONNECTION

- A. The Parties will exchange Traffic utilizing Direct Interconnection as specified in the paragraphs below.
- B. A Party may only deliver to the other Party's switch Traffic which is destined to terminate to the other Party's end user whose number is resident in that switch.
- C. Parties shall provide interconnection of their networks at any technically feasible point on the NCTC network as specified in this Agreement or as otherwise agreed to in writing by the Parties.
- D. The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.

- E. The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks. The Parties will mutually coordinate the provisioning and quantity of trunks. The supervisory signaling specifications, and the applicable network channel interface codes for the Direct Interconnection Facilities, shall be the same as those used for Feature Group D Switched Access Service, as described in NCTC's applicable Switched Access Services tariff.
- F. The Parties may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Traffic.
- G. If DISH chooses to lease (two) 2-way Direct Interconnection Facilities from NCTC, DISH shall compensate NCTC for such leased Direct Interconnection Facilities used to interconnect with NCTC's network for the transmission and routing of traffic at the rates contained in NCTC's interstate access services tariff and listed in Pricing Attachment.
- H. FCC Rule 47 C.F.R. §51.709(c) provides that for Traffic exchanged between NCTC, as and only as an interstate rate-of-return regulated rural telephone company, and DISH, NCTC will be responsible for transport to DISH's interconnection point when it is located within NCTC's service area. When DISH's interconnection point is located outside NCTC's service area, NCTC's transport and provisioning obligation stops at its meet point and DISH is responsible for the remaining transport to its interconnection point. (the "Rural Transport Rule").
- I. The Parties will comply with and follow the North American Dial Plan Standard.
- J. Upon both parties' 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.
- K. This Agreement does not address traffic that is exchanged through an Interexchange Carrier ("IXC").

## 6. BILLING

- A. Charges and Payment
  - (1) In consideration of the services provided under this Agreement, DISH shall pay the charges set forth herein.
  - (2) DISH shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:



<p><b>North Central Telephone Cooperative</b>  872 Highway 52 ByPass East, PO Box 70  Lafayette, TN 37083  Email: <a href="mailto:billing@nctcstaff.com">billing@nctcstaff.com</a></p>	<p><b>DISH Wireless L.L.C.</b>  5701 S. Santa Fe Dr.  Littleton, CO 80120  Email: <a href="mailto:ica_notices@dish.com">ica_notices@dish.com</a></p>
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or such other address as DISH 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, DISH 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.
- (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 the lesser of (i) one and one half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Kentucky's applicable law, 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 DISH to contest inaccurate invoices to the extent provided under law.
- (6) 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 will be clearly organized and charges will 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.

## 7. ACCESS TO 911/E911 EMERGENCY NETWORK

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

## 8. SS7 & CALL SIGNALING

- A. The Parties will connect their networks, using SS7 signaling as defined in applicable industry standards, to support SS7 signaling for call setup for the interconnection trunks.
- B. Call Signaling. The Calling Party Number (“CPN”) associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration (“NANPA”) standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
- C. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part (“ISUP”) for trunk signaling and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
- D. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
- E. Where available, Parties agree to provide carrier identification parameters (CIP) within SS7 call set-up signaling protocol at no charge.
- F. NCTC will support intercompany 64 KBPS clear channel where it provides such capability to other carriers and on the same terms at which it is provided to such carriers.

## 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. NCTC will provide written notice to DISH 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.

- B. Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. An email address must also be provided to facilitate event notifications for planned mass calling events.
- C. 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.
- 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. NCTC will process DISH maintenance requests at no less than parity with the manner in which NCTC processes its own maintenance requests or maintenance requests of its affiliates.
- F. In the case of direct interconnection, each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

## 10. LOCAL NUMBER PORTABILITY

- A. Requirements for LNP:
  - (1) The Parties shall provide to each other number portability (LNP) on a reciprocal basis and in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC.
  - (2) The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.
  - (3) The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a numbering partner that Party is fully responsible for compliance with porting rules as defined in this Section 10.A.1 and 10.A.2
  - (4) If either Party's operations procedures conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.
  - (5) This Agreement does not allow portability where the End User Customer moves outside the rate center.

- (6) When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service with the original End User); the ported telephone number will be released back to the carrier owning the switch (after aging and including applicable transfer of calls recording, if any) in which the telephone number's NXX-X is native.
- (7) Each Party shall be responsible for their own End User's other Telecommunications related services and features (e.g. E911, Directory Listings, Operator Services), once that Party has ported the End User's telephone number to the Party's switch.

B. Ordering

- (1) Parties shall place simple or non-simple port service orders by submitting Local Service Requests (LSR). A Simple Port, as defined by the FCC, is a port that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line and (4) does not include a reseller. All orders not meeting these criteria shall be non-simple ports.
- (2) For simple port service orders the Parties agree to provide the FCC required port validation fields, the requested port due date and the SPID of the ordering Party.
- (3) Service orders will be submitted utilizing each Party's preferred LSR format. Parties shall exchange trading partner profiles regarding their order processes.
- (4) NCTC will bill DISH a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or canceled.
- (5) An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as the Telephone Number.

C. Certain types of numbers, including but not limited to the following types, shall not be ported:

- (3) Official Communications Services NXXs;
- (4) 555, 950, 956, 976 and 900 numbers;
- (5) N11 numbers (e.g., 411 and 911);
- (6) 988;
- (7) Toll-free service numbers (e.g., 800, 888, 877 and 866); and
- (8) Disconnected or unassigned numbers.

## 11. LIMITATION OF LIABILITY

- A. 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.
- B. 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 15, or iii) to pay amounts due under this Agreement.
- C. 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, whose consent will not be unreasonably withheld, conditioned or delayed.

### 13. MODIFICATION OF AGREEMENT

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

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

### 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 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 are subject to confidentiality obligations no less restrictive than the terms of the confidentiality provisions of this section; and DISH may authorize an agent to perform bill validation payment functions, financial and other administrative/accounts payable operational tasks, and DISH 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

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, pandemics, government regulation, strikes, lockouts, or other work interruptions.

## 17. CHANGE OF LAW

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

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 Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, whose 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. 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

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

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

## 22. SURVIVAL

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

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



**24. NOTICES**

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

<p><b>North Central Telephone Cooperative</b> Attn: Office of the President /CEO</p> <p>872 Highway 52 ByPass East, PO Box 70 Lafayette, TN 37083</p>	<p><b>DISH Wireless L.L.C.</b> Attn: Director of Engineering-Wireless</p> <p>If by nationally recognized courier service: 5701 S. Santa Fe Drive Littleton, Colorado 80120</p> <p>If by first-class certified mail: P.O. Box 6655 Englewood, Colorado 80155</p> <p>With a copy to: Office of the General Counsel 9601 S. Meridian Blvd Englewood, CO 80112</p> <p>If by nationally-recognized courier service: Same address as noted above for DISH courier delivery</p> <p>If by first-class certified mail: Same address as noted above for DISH first- class certified mail delivery</p>
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**25. RELATIONSHIP OF PARTIES**

It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, 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**

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 either Party from providing services to or obtaining services from other carriers.

**27. ENTIRE AGREEMENT**

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.

1.

[signature page to follow]

This Agreement is executed as dated below.

North Central Telephone Cooperative	DISH Wireless L.L.C.
<p>By: <u>Johnny McClanahan</u> Name: Johnny McClanahan Title: President / CEO Date: <u>3/30/2023</u></p>	<p>DocuSigned by: <u>Mac McNamara</u> 98265BA90384476... Name: Mac McNamara Title: Vice President, Wireless Network Engineering 3/28/2023 Date: _____</p>

### Pricing Attachment

A. Rate elements and rates for facility charges and labor under this Agreement are pursuant to NCTC's interstate access service tariff.

B. General Charges:

- |   |   |
|---|---|
| 1. Billing Account Establishment                        | Not Applicable                                    |
| 2. Basic Initial LSR Order Processing Charge            | \$25.00   |
| 3. Basic Subsequent LSR Service Order Processing Charge | \$12.50   |
| 4. Expedited Order Charge:                              | \$ 45.00 per order (if requested for an expedite) |
| 5. Service Restoration Fee:                             | \$ 55.00 per order plus \$10 per number ported    |