WIRELESS INTERCONNECTION
AND
RECIPROCAL COMPENSATION AGREEMENT

BY AND BETWEEN

GRANITE STATE TELEPHONE, INC.

AND

SPRINT SPECTRUM, LP

NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.

NPCR, INC.

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I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the 1st day of December 2007 (the "Effective Date"), by and between Granite State Telephone, Inc. ("Granite State") with offices at 600 South Stark Highway, South Weare, NH 03281-5022 and Sprint Spectrum, LP, as agent and General Partner for Wireless Co., LP, and as agent for SprintCom, Inc., all foregoing entities jointly d/b/a Sprint PCS; Nextel Communications of the Mid-Atlantic, Inc.; and, NPCR, Inc.("Nextel"), with offices at 6200 Sprint Parkway, Building 6, Overland Park, KS 66251 (jointly referred to herein as "Sprint Nextel").

2. RECITALS

WHEREAS, Granite State is an incumbent Local Exchange Carrier in the State of New Hampshire; and

WHEREAS, Sprint Nextel 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 New Hampshire; and

WHEREAS, Granite State and Sprint Nextel respectively terminate traffic that is originated on the other's network, and wish to establish Interconnection and Reciprocal Compensation arrangements for terminating such traffic as specified below; and

WHEREAS, Granite State's entry into this Agreement does not waive its right to maintain that it is a rural company exempt from § 251(c) pursuant to § 251(f)(1) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act"); and

WHEREAS, §§ 251 and 252 of the Act, have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements.

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, Granite State and Sprint Nextel hereby agree as follows:

II. Article II

1. 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 contract 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" means the Communications Act of 1934, as amended.

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 ten percent (10%).

1.3 "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. 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 End Office Switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. 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.

1.4 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.3.

1.5 "Commission" means the New Hampshire Public Utilities Commission.

1.6 "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 a separate toll charge is not applied. The terms EAS and EAS Exchanges are as defined and specified in Granite State's then current General Subscriber Service Tariff.

1.7 "Effective Date" means the date first above written.

1.8 "FCC" means the Federal Communications Commission.

1.9 "Interconnection" for purposes of this Agreement is the indirect and/or direct linking of Granite State and Sprint Nextel networks for the mutual exchange of Local Telecommunications Traffic described in this Agreement.

1.10 "InterMTA Traffic" is telecommunications traffic, which, at the beginning of the call, originates in one MTA and terminates in another MTA.

1.11 "Local Exchange Service Area" means, with reference to ILEC's state certified service area, the area as set forth in its General Subscriber Services Tariff on file with the Commission.

1.12 "Local Telecommunications Traffic" is for all purposes under this Agreement, as defined by the FCC in 47 C.F.R. § 51.701(b)(2). For purposes of determining originating and terminating points, the originating or terminating point for Granite State shall be the end office serving the calling or called party, and for Sprint Nextel shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

1.13 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.14 "Major Trading Area" or "MTA" means Major Trading Area as defined by the FCC in 47 C.F.R. § 24.202(a).

1.15 "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 subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

1.16 "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 (*i.e.*, NPA/NXX-XXXX).

1.17 "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.

1.18 "Party" means either Granite State or Sprint Nextel, and "Parties" means Granite State and Sprint Nextel.

1.19 "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.

1.20 "Rate Center" means a geographic area that is associated with one or more NPA-NXX codes that have been assigned to a Telecommunications Carrier for its provision of telecommunications services.

1.21 "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 that originates on the network facilities of the other carrier.

1.22 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.23 "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. § 226(a)(2)).

1.24 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

1.25 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to § 251(b)(5) of the Act from the Point(s) of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.26 "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 Tandem Office 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 Interconnection and Reciprocal Compensation arrangements between the Parties. 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 Nextel and the ILEC network of Granite State for purposes of mutually exchanging traffic, provided that the service provided by Sprint Nextel to its customer is a two-way mobile service as defined in 47 U.S.C. § 153(27). Granite State and Sprint Nextel 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 Nextel does not currently provide fixed wireless services in Granite State's Local Exchange Service Area. Sprint Nextel agrees that it will provide Granite State notice if and when it may launch fixed wireless services in Granite State's Local Exchange Service Area. Upon Granite State'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.

3.3 Sprint Nextel represents that it is a CMRS provider of Telecommunications services to subscribers in MTA No. 8 (Boston-Providence). The NPA/NXXs of Sprint Nextel and/or its Network Manager associated with the provision of CMRS service pursuant to Sprint Nextel's authority are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Numbers ("OCN") 4064, 6664, 6232, 4822, 553A and 018D in the State of New Hampshire.

3.4 This Agreement is limited to Granite State end user customers' traffic for which Granite State has authority to carry. Granite State's NPA/NXX(s) are listed in the LERG under OCN 0039.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following Interconnection arrangements between the networks of Granite State and Sprint Nextel. 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.

The Parties agree that an NPA/NXX assigned to Sprint Nextel shall be included in any Local Exchange Service Area or EAS calling scope to the same extent as any Granite State and/or other incumbent LEC NPA/NXX in the same Rate Center provided that Sprint Nextel assigns numbers from such NPA/NXX(s) to customers that are within the Local Exchange Service Area or EAS calling scope of Granite State and that Sprint Nextel has network facilities (*e.g.* towers) within the MTA to serve such customers.

4.1 Indirect Interconnection: In an effort to reach an agreement, the Parties have reached the following compromise in the context of this Agreement. It is Sprint Nextel's position it may elect to establish a direct interconnection in its sole discretion. It is Granite State's position that a direct connection is required for routing landline-to-wireless Local Traffic. As a compromise, and in exchange for certain other considerations provided for in this Agreement, the Parties agree initially to interconnect their networks indirectly *via* a third party LEC ("Third Party Tandem Provider") in order to exchange Local Traffic, and that the originating Party is responsible for any transit fees imposed by the Third Party Tandem Provider. The Parties agree that this compromise will in no way prejudice any position either Party may take regarding financial responsibility for charges by Third Party Tandem Providers with respect to future agreements or regulatory or legislative proceedings.

This arrangement for indirect interconnection will be subject to renegotiation if by change of law or for any other reason the Third Party Tandem Provider no longer offers the transiting service.

4.2 Direct Interconnection: When the total Local Telecommunications Traffic exchanged between Sprint PCS and Granite State's specific Tandem Office Switch or specific End Office Switch or the total Local Telecommunications Traffic exchanged between Nextel and Granite State's specific Tandem Office Switch or specific End Office Switch exceeds 250,000 mobile-to-land minutes of use on a three (3) month rolling average basis ("Direct Interconnection Threshold"), Sprint Spectrum and Granite State or Nextel and Granite State shall work cooperatively to implement direct interconnection arrangements and to amend this Agreement, as required. Sprint Spectrum or Nextel, as appropriate, will be the Party responsible for ordering the direct connection and will do so within thirty (30) days of meeting the Direct Interconnection Threshold. Sprint Nextel may also request an amendment to establish a direct interconnection regardless of the volume of traffic exchanged. For direct interconnection, the POI shall be at any technically feasible point on Granite State's network.

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 § 4. For the purposes of billing Reciprocal Compensation for Local Telecommunications Traffic, billed minutes will be based upon actual conversation time, determined from

usage recorded and/or records/reports provided by the transiting carrier. 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.

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. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 16, hereof.

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

5.2 <u>InterMTA Traffic</u>.

The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as Local Telecommunications Traffic subject to Reciprocal Compensation, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic. 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 0% as an estimate of InterMTA Traffic. Therefore, all usage-based compensation under this Agreement would be in the form of Reciprocal Compensation as provided for in § 5.1 above.

5.3 <u>Calculation of Payments and Billing</u>.

5.3.1 Granite State shall compensate Sprint Nextel for Granite State telecommunications traffic that is delivered to Sprint Nextel, as prescribed in § 4.0 and at the rate provided in § 5.1. Sprint Nextel will compensate Granite State for Sprint Nextel telecommunications traffic delivered to Granite State for

termination to its customers, as prescribed in § 4.0 and at the rate provided in § 5.1.

5.3.2 Net Billing. Granite State shall calculate and render a "net bill" to Sprint Nextel, by applying the Traffic Factors as specified in **Appendix A**, § 2.0, to the total MOUs of Traffic originated by Sprint Nextel and terminated to Granite State, as measured by Granite State over the direct Interconnection facility, and indirect traffic summarized in Category 110101 records or other tandem records provided to Granite State by the tandem operator. Granite State shall calculate its "net bill" to Sprint Nextel using the following formula:

(a) Sprint Nextel MOUs terminated by Granite State;

(b) Divide "(a)" MOUs by Wireless-to-Landline factor 68%;

(c) Multiply "(b)" MOUs result by Landline-to-Wireless factor 32%;

(d) Net MOUs by subtracting "(c)" MOUs result from "(a)" MOUs; and

(e) Multiply "(d)" MOUs result by Rate in **Appendix A**, § 1.0.

5.3.3 Where a direct Interconnection facility is used for traffic exchanged between the Parties (as described in § 4.2), the charges for such facility provided and billed by Granite State shall be shared based on each Party's proportion of originating Local Telecommunications Traffic to total traffic exchanged between the Parties over such facility. This percentage is referred to as the Shared Facility Factor and is listed in **Appendix A** of this Agreement. The charges for such facility shall be reduced by Granite State by applying the Shared Facility Factor. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the Shared Facility Factor appropriately.

5.3.4 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 Billing and Disputes

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

5.4.1 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 the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under New Hampshire's 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 ninety (90) days past due, provided the Billing Party gives an additional thirty (30) days notice and opportunity to cure the default.

5.4.2 A Party must submit reasonable and valid billing disputes to the other Party as to any previously paid undisputed amounts within twelve (12) months from the due date of the original amount paid.

5.4.3 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under New Hampshire's applicable law.

5.4.4 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

5.4.5 Invoices shall be sent to:

Sprint Nextel	**Granite State Telephone, Inc.**
Sprint Nextel Access Verification PO Box 6827 Shawnee Mission, KS 66206	Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: Karen Remillard

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

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 Nextel to the Granite State 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.

7.6 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. In order for a port request to be valid: 1) the End User Customer must retain his or her original telephone number; and 2) the requesting Telecommunications Carrier's coverage area must overlap the geographic location in which the End User Customer's wireline telephone number is provisioned.

7.7 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.

7.8 LNP Handbooks. Except where such handbooks, documents, or web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement; (c) establishes unreasonable restrictions or demands; (d) conflicts with industry best practices as endorsed by NANC; or (e) conflicts with applicable law, each Party will use the other's operational handbooks or web-based procedures for interacting with one another (*e.g.* placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("Disputing Party") processes and are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

7.9 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of § 14, the initial term of this Agreement shall be for two years ("Term") and 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. If either Party submits a request for negotiation of a replacement agreement pursuant to sections 251 and 252 of the Act, the Parties agree that all rates, terms and conditions of this Agreement shall remain in effect until (1) the effective date of a subsequent negotiated executed agreement or (2) thirty (30) days after the period to request arbitration has expired and neither Party has filed a petition for arbitration. If either Party files a request for arbitration, all rates, terms, and conditions of this Agreement shall remain in effect until a successor agreement is executed.

8.2 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth in this Agreement;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) 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.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 SEVERABILITY

10.1 If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language subject to the Dispute Resolution § 17.

10.2 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 gross 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 § 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 § 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 § 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

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 or the FCC under § 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.

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 MISCELLANEOUS

16.1 Default Routing

16.1.1 Local Number Portability ("LNP") provides an End User of local exchange telecommunications service the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been subsequently ported.

16.1.2 In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

16.1.3 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and guidelines set forth by the North American Number Council ("NANC").

16.1.4 For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs.

16.2 Authorization

16.2.1 Granite State Telephone, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2.2 Sprint Spectrum, LP is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2.3 Nextel Communications of the Mid-Atlantic, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2.3 NPCR, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

16.4 Independent Contractors. Neither this Agreement, nor any actions taken by Sprint Nextel or Granite State in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Sprint Nextel and Granite State, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Sprint Nextel or Granite State in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Sprint Nextel and Granite State end users or others.

16.5 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 Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume without liability thereafter.

16.6 Confidentiality.

16.6.1 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 § 16.6.2 of this Agreement.

16.6.2 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.

16.6.3 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.

16.7 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 New Hampshire 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.

16.8 Taxes. Each Party purchasing services hereunder 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 purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. 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.

16.9 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. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. 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.

16.10 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.

16.11 Notices.

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

To: Sprint Nextel	**To: Granite State**
Sprint Communications Company L.P. MS: KSOPHA0310-3B372 6330 Sprint Parkway Overland Park, KS 66251 Attn: Manager – ICA Solutions	Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: William Stafford
With a copy to:	

Legal/Telecom Management Group MS: KSOPHN0212 - 2A718 6450 Sprint Parkway Overland Park, KS 66251	

Or to such other address as either Party shall designate by proper 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* overnight express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

16.11.2 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 interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For Granite State:	
NOC/Repair:	603-529-9931
For Sprint Nextel:	
NOC/Repair:	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.

16.12 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.

16.13 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.

16.14 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.

16.15 Nothing in this Agreement shall prohibit Sprint Nextel from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Sprint Nextel license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "Sprint Nextel telecommunications traffic" when it originates on such extended network and terminates on Granite State's network, and as "Granite State telecommunications traffic" when it originates upon Granite State's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

16.16 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.

16.17 Technology Upgrades. Nothing in this Agreement shall limit either Parties' 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.

16.18 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 a writing signed by an officer or duly authorized employee of each Party.

17.0 DISPUTE RESOLUTION

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, 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.

17.1 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 these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for 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.

17.2 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; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

17.3 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, LP d/b/a Sprint PCS **Nextel Communications of the Mid-Atlantic, Inc.** **NPCR, Inc.**	**Granite State Telephone, Inc.**
By: Michael W. Logan Name: Michael W. Logan Title: Director, Access Strategy Date: 02/14/2008	By: Susan Rand King Name: Susan Rand King Title: President Date: 2/21/08

Appendix A

1.0 Reciprocal Compensation

The rate for Reciprocal Compensation is $0.0125 per minute of use.

2.0 Traffic Factor

a) Wireless-to-Landline - 68%

b) Landline-to-Wireless - 32%

3.0 Shared Facilities Factor

a) Wireless-to-Landline - 68%

b) Landline-to-Wireless - 32%