

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of November 6, 1997

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Wisconsin Bell, Inc. d/b/a
Ameritech Wisconsin**

and

New-Cell, Inc.

MO25171W.11/4/97

9.	GENERAL RESPONSIBILITIES OF THE PARTIES.....	-9-
9.1	Cooperation.....	-9-
9.2	Non-Binding Forecasts.....	-10-
9.3	Binding Forecasts.....	-10-
9.4	Facilities.....	-10-
9.5	Network Management.....	-10-
9.6	Sole Responsibility.....	-12-
9.7	Fraud.....	-12-
9.8	NXX Codes.....	-12-
9.9	LERG Listings.....	-12-
9.10	Systems Update.....	-12-
9.11	Insurance.....	-12-
9.12	STPs.....	-12-
10.	BILLING.....	-13-
10.1	Payment Of Charges.....	-13-
10.2	Interest on Unpaid Amounts.....	-13-
10.3	No Netting.....	-13-
10.4	Adjustments.....	-13-
11.	TERM AND TERMINATION.....	-13-
11.1	Term.....	-13-
11.2	Renegotiation of Certain Terms.....	-13-
11.3	Default.....	-14-
11.4	Payment Upon Expiration or Termination.....	-14-
12.	INDEMNIFICATION.....	-14-
12.1	General Indemnity Rights.....	-14-
12.2	Indemnification Procedures.....	-15-
13.	LIMITATION OF LIABILITY.....	-16-
13.1	Limited Responsibility.....	-16-
13.2	Apportionment of Fault.....	-16-
13.3	Limitation of Damages.....	-16-
13.4	Limitation in Tariffs.....	-16-
13.5	Force Majeure.....	-16-
14.	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.....	-17-
15.	REGULATORY APPROVAL.....	-17-
15.1	Commission Approval.....	-17-
15.2	Regulatory Changes.....	-17-
15.3	Amendment or Other Changes to the Act; Reservation of Rights.....	-17-

16.	DISPUTES	-18-
16.1	Disputed Amounts	-18-
16.2	Dispute Escalation and Resolution	-19-
17.	MISCELLANEOUS	-19-
17.1	Authorization	-19-
17.2	Compliance	-20-
17.3	Independent Contractor	-20-
17.4	Confidentiality	-20-
17.5	Governing Law	-21-
17.6	Taxes	-21-
17.7	Non-Assignment	-21-
17.8	Non-Waiver	-22-
17.9	Notices	-22-
17.10	Publicity and Use of Trademarks or Service Marks	-22-
17.11	Joint Work Product	-23-
17.12	No Third Party Beneficiaries; Disclaimer of Agency	-23-
17.13	No License	-23-
17.14	Technology Upgrades	-24-
17.15	Survival	-24-
17.16	Scope of Agreement	-24-
17.17	Entire Agreement	-24-
17.18	Technical Specifications	-24-
17.19	Testing	-24-
17.20	Equipment Space and Power	-25-
18.	NON-SEVERABILITY	-25-

Schedules and Attachments

Schedule 1	Definitions
Attachment I	Type 2 Facilities
Attachment II	Description and Application of Rates and Charges
Attachment III	Report Charges
Attachment IV	Ameritech Originating Traffic Report
Attachment V	Traffic Distribution Report
Attachment VI	Reciprocal Compensation Rates
Attachment VII	Rates for Traffic Not Subject to Reciprocal Compensation
Attachment VIII	Transit Traffic Charges

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement for a Commercial Mobile Radio Service ("CMRS") under Sections 251 and 252 of the Act ("Agreement"), is effective as of the 6th day of November, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech") and New-Cell, Inc., a Wisconsin corporation with offices at 1641 Commanche Avenue, Suite 1, Green Bay, Wisconsin, 54313 and its managed and owned subsidiaries and affiliates listed on Attachment IX ("Carrier").

WHEREAS, Ameritech is a duly authorized carrier engaged in providing Telecommunications Service in the State of Wisconsin;

WHEREAS, Carrier is a duly authorized CMRS provider in designated portions of the State of Wisconsin; and

WHEREAS, Ameritech and Carrier have agreed to Interconnect their respective facilities for the exchange of certain traffic as provided herein and consistent with the Telecommunications Act of 1996 (the "Act");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Ameritech and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings set forth in Schedule 1 or as defined elsewhere in this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Attachments and Schedules shall be deemed to be references to Sections of, and Attachments and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third-party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, 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). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3. INTERCONNECTION PURSUANT TO SECTION (251(C)(2)

3.1 Scope. This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective business and residential Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport InterLATA traffic.

3.2 Interconnection Points and Methods.

3.2.1 *Generally*. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall Interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 *Facilities*. Interconnection shall be accomplished through Ameritech-provided Type 2 Facilities.

3.2.3 *Type 2 Facilities*. Ameritech will provide Type 2A and Type 2B Facilities at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier, as set forth in Attachment I.

3.2.4 *Ordering and Maintenance*. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff.

3.2.5 *Additional Engineering, Labor and Miscellaneous Services*. Additional engineering, additional labor and miscellaneous services for Services provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.6 *Points of Interconnection*.

- (1) Land-to-Mobile direction. The Point of Interconnection (POI) for Telecommunications Service provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.

- (2) Mobile-to-Land direction. The POI for Telecommunications Service provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, as appropriate.

3.2.7 *Technical Specifications.* Bellcore Technical Publication GR-NPL-000145 describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.2.8 *Billing.* Nonrecurring and recurring rates for Type 2 Facilities are set forth in Attachment II.

3.3 Modifications. Where the authorized service territory of Carrier or Ameritech is modified after the effective date of this Agreement, the terms and conditions of this Agreement may be modified by Ameritech to recognize the extent of such modified service territory.

3.4 Signaling.

3.4.1 CCS signaling shall be used by the Parties to set up calls between the Parties' networks. Carrier shall connect with Ameritech for CCS directly or through a third party provider.

3.4.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling (but are not intended to exclude other pertinent publications):

- (1) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.

- (2) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

3.4.3 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

3.4.4 If Carrier fails to use CCS signaling on 100% of its traffic by three (3) months after the date this Agreement is approved by the Commission, Carrier shall pay a five percent (5%) surcharge for Transport and Termination of Local Traffic.

3.5 CCS/SS7 Billing. Ameritech shall provide CCS signaling. Carrier shall pay for such CCS signaling in the Mobile-to-Land direction as set forth in Ameritech's intrastate Access Tariff.

4. TRANSMISSION AND ROUTING OF LOCAL TRAFFIC

4.1 Scope of Traffic. This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.1 Local Trunks shall be configured via either one-way or two-way trunk groups as mutually determined by the Parties. No Party shall terminate Access Traffic over the Local Trunks.

4.2.2 Each Carrier MSC shall subtend each Ameritech Tandem in each LATA.

4.2.3 Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.2.4 When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport 900/976 Traffic to Ameritech.

4.2.5 Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code.

4.3 Reports. Carrier shall use reasonable efforts to install actual measurement capability to record traffic which terminates to it. Such actual measurement capability shall provide a level of detail at least as specific as that provided by the reports referenced in Section 4.3.1 and Section 4.3.2. Until such capability is installed, Carrier shall purchase from Ameritech at the rates set forth in Attachment III the following reports and shall use such reports for billing purposes.

4.3.1 Ameritech Originating Traffic Report. A report showing traffic originating on Ameritech landline facilities and terminating on Carrier's facilities.

4.3.2 Traffic Distribution Report. A report showing traffic terminating through Ameritech to LECs, ILECs or other CMRS providers.

Sample copies of both reports are set forth in Attachment IV and Attachment V, respectively. Carrier agrees to accept such reports as an accurate statement of traffic exchanges between the Parties, subject to Carrier's right to audit the reports. Carrier's right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the report.

4.4 Measurement and Billing.

4.4.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.

4.4.2 In both the Land-to-Mobile direction and the Mobile-to-Land direction, measurement of Telecommunications traffic billed hereunder shall be in actual conversation seconds, as described in Attachment II.

5. TRANSMISSION AND ROUTING OF ACCESS TRAFFIC

5.1 Scope of Traffic. This Section 5 prescribes parameters for certain trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 Except as provided for in Section 5.2.4, Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.

5.2.2 The Access Trunks shall be two-way trunks connecting an MSC/Paging Terminal with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.

5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be subtended by each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to subtend the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC subtend multiple access Tandems, even in those cases where such MSC/Paging Terminal serves multiple Rate Centers.

5.2.4 When used in the Land-to-Mobile direction, Type 2A Facilities may be used by Carrier to receive calls from an Interexchange Carrier that has Switched Access Feature Group D service at the same Tandem.

5.2.5 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier will provide Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. The agreement will include acknowledgment that Ameritech may use call detail recordings made by the Carrier to determine charges to the IXC for the Feature Group D service used for the Carrier to IXC calls. The Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from the Carrier premises using the Type 2A service.

6. TRUNK GROUP OPTIONS

6.1 Generally. In order for Ameritech to be able to accurately identify traffic types for appropriate charging, Carrier shall select one of the following two trunking options; provided, however, that subject to the approval of Carrier, Ameritech shall have the ability with approval from Carrier, at its option and upon ninety (90) days written notice to Carrier, to direct Carrier to convert from Trunk Group Option 2 to Trunk Group Option 1. All trunks shall be provisioned and maintained at a P.01 grade of service.

6.2 Trunk Group Option 1. Carrier shall be responsible for provisioning five separate trunk groups between its MSC and Ameritech's network. The five trunk groups shall separately carry the following types of traffic:

6.2.1 a trunk group for traffic from Ameritech to Carrier for calls eligible for Reciprocal Compensation under this Agreement;

6.2.2 a trunk group for traffic from Ameritech to Carrier for calls which are not eligible for Reciprocal Compensation under this Agreement;

6.2.3 a trunk group for traffic from Carrier to Ameritech for calls eligible for Reciprocal Compensation under this Agreement;

6.2.4 a trunk group for traffic from Carrier to Ameritech for calls which are not eligible for Reciprocal Compensation under this Agreement; and

6.2.5 a trunk group for traffic from Carrier to Ameritech for calls routed to an IXC.

If the Parties agree that any of these trunk groups is no longer required for accurate billing, the Parties shall eliminate one or more of these trunk groups.

6.3 Trunk Group Option 2. Carrier shall be responsible for provisioning two separate

trunk groups between its MSC and Ameritech's network. One two-way trunk group shall separately carry the types of traffic set forth in Section 6.2.1 through 6.2.4; the other shall carry the type of traffic set forth in Section 6.2.5. Charges for the two trunk groups for the traffic set forth in Section 6.2.1 through 6.2.4 shall be reduced by seventeen percent (17%) to reflect Ameritech's use of the trunks for traffic originating on Ameritech's network and terminating on Carrier's network.

7. RECIPROCAL COMPENSATION

- 7.1 Generally. Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Land-to-Mobile Local Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Mobile-to-Land Local Traffic originated on Carrier's network. The rates for reciprocal compensation are set forth in Attachment VI, Figures 1 and 2.
- 7.2 Origination and Termination Points. For purposes of defining Local Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site, base station or paging terminal which services the calling or called party at the time the call begins.
- 7.3 Regulatory Approval. The rates set forth on Attachment VI and Attachment VIII shall become effective thirty (30) days after this Agreement is approved by the Commission or the FCC under Section 252 of the Act ("Rate Effective Date"). From the date Carrier requested renegotiation of its arrangement with Ameritech under 47 CFR Section 51.717(a), until this Agreement is approved by the Commission or the FCC, Ameritech shall continue to assess upon Carrier its pre-Act rates for Type 2 wireless access services. Beginning on the later of November 1, 1996 or the date Ameritech received a request from Carrier to begin negotiations under Section 251 of the Act, Carrier shall impose the same rates upon Ameritech for providing its Transport and Termination services.
- 7.4 Traffic Not Subject to Reciprocal Compensation. Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in Attachment VII. Reciprocal Compensation shall not apply to:
- 7.4.1 Multiparty Traffic;
 - 7.4.2 Non-CMRS Traffic;
 - 7.4.3 Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
 - 7.4.4 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls; and
 - 7.4.5 Billing Option 1 (reverse bill) traffic.

7.5 Billing Option 1 (Reverse Bill) Traffic. Billing Option 1 (reverse billing) shall not be available to Carrier on new NXX codes or existing NXX codes that are currently billed under standard (i.e., non-reverse) billing. Orders placed for Billing Option 1 with Ameritech that were accepted before the Effective Date of this Agreement will be completed. In the event Carrier removes Billing Option 1 from an existing NXX code. Billing Option 1 will no longer be available for that NXX code. If a customer terminates use of an NXX code or otherwise voluntarily changes an NXX code, Billing Option 1 will no longer be available to that code.

Originating charges for calls terminating to NXX codes currently billed under Billing Option 1 may continue to be billed under this billing option until December 31, 1998. After this date Billing Option 1 will no longer be available and all originating usage will be billed to the calling party.

Notwithstanding anything to the contrary in this Section 7.5, Billing Option 1 shall be available to Carrier to the extent that Ameritech offers Billing Option 1 to another provider of cellular mobile services in the area served by Carrier.

8. SPECIALIZED TRAFFIC

8.1 Transit Service.

8.1.1 Although not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 8.

8.1.2 Definition. Transit Service means the delivery by Ameritech of Local Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider over the Local Trunks.

8.1.3 Terms and Conditions.

- (1) Transit Service will be provided only at Ameritech's Tandem switches.
- (2) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (3) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or origination of any Transit Service to and from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (4) Carrier acknowledges that Ameritech has no responsibility to pay

Carrier for traffic which originates from a third party LEC, ILEC, or CMRS provider and which Ameritech transits to Carrier.

8.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (1) Carrier shall pay Ameritech for transit traffic that Carrier delivers over the Local Trunks to Ameritech at the rate specified in Attachment VIII.
- (2) In those cases in which Ameritech, at its option, pays any third party LEC, ILEC, or CMRS provider charges on behalf of Carrier, Carrier shall pay Ameritech: (i) those additional charges or costs, including any switched access charges, which such terminating third party LEC, ILEC, or CMRS provider levied on Ameritech for the delivery or termination of Transit Services; and (ii) Ameritech's billing and collection costs associated with billing Carrier for those third party charges.
- (3) Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.

8.2 800/888 Trunk Groups.

800/888 traffic shall be delivered to Ameritech by Carrier over 800/888 dedicated trunks or Access Trunks. Ameritech reserves the right to audit Carrier's trunks used to deliver 800/888 Traffic.

8.3 Toll Carrier Arrangements.

Where Ameritech carries the toll traffic pursuant to a Commission's Originating Responsibility Plan/Secondary Carrier Option (ORP/SCO), Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable switched access rates for termination of such traffic. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC.

8.4 900/976 Traffic.

Each Party shall be responsible for the charges for 900/976 Traffic which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of 900/976 Traffic. Upon request, Ameritech will provide Carrier with rated billing information for such calls.

8.5 Calling Party Pays Traffic.

Carrier will be responsible for the charges for Calling Party Pays Traffic originated by its Customers and directed to other CMRS customers. However, Carrier will have no obligation to offer such CMRS-originated Calling Party Pays service. Upon request, Ameritech will provide Carrier rated billing information for such calls.

9. **GENERAL RESPONSIBILITIES OF THE PARTIES**

9.1 Cooperation. The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

9.2 Non-Binding Forecasts. Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

9.3 Binding Forecasts. In addition to and not in lieu of the nonbinding forecasts required by Section 9.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the Services provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient.

9.4 Facilities. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 9.1, 9.2 and, if applicable, 9.3. 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.

9.5 Network Management

- 9.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 9.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 9.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 9.5.4 Neither Party shall use any Service related to or use any of the Services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
- (1) Promptly notify the other Party of such temporary discontinuance or refusal;
 - (2) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - (3) Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 9.5.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to

comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

9.5.6 Carrier shall acknowledge calls in accordance with the following protocols:

- (1) Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier;
- (2) Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal;
- (3) When Carrier's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed; and
- (4) Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

9.6 Sole Responsibility. Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

9.7 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.8 NXX Codes. Each Party is responsible for administering NXX codes assigned to it.

9.9 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLI") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

9.10 Systems Update. Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

9.11 Insurance. At all times during the term of this Agreement, each Party shall keep and

maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

- 9.12 STPs. Each Party is responsible for interconnecting to the other Party's CCS network. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

10. BILLING

- 10.1 Payment Of Charges. Subject to the terms of this Agreement, Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of a documented invoice (the "Bill Due Date"). A documented invoice will comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF). If the Bill Due Date is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.

- 10.2 Interest on Unpaid Amounts. 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 (1 1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

- 10.3 No Netting. There shall be no netting of the amounts due herein against any other amount owed by one Party to the other.

- 10.4 Adjustments.

- 10.4.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

- 10.4.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however, that, except as provided in Section 16, the billing Party shall not bill for Underbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Underbilled Charges.

11. TERM AND TERMINATION

- 11.1 Term. The initial term of this Agreement will be three (3) years (the "Initial Term"), which will commence on the Effective Date. Upon expiration of the Initial Term, this Agreement will automatically be renewed for additional one (1) year periods (each, a "Renewal Term"), unless a party delivers to the other party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.
- 11.2 Renegotiation of Certain Terms. Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the Commission issues its order, the rates, terms and conditions of this Agreement shall control.
- 11.3 Default. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 16.
- 11.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

12. INDEMNIFICATION

- 12.1 General Indemnity Rights. Each Party (the Indemnifying Party) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- 12.1.1 Any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of

such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

12.1.2 Any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

12.1.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

12.1.4 Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rule.

12.2 Indemnification Procedures. Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party will defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the

Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim, and the relevant records of each Party will be available to the other Party with respect to any such defense.

13. LIMITATION OF LIABILITY

- 13.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.
- 13.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.
- 13.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other party for any indirect, special, consequential, incidental or punitive damages, including 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; provided that the foregoing will not limit (i) a party's obligation under Section 12 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. In no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 12, will either Party's liability to the other be greater than the prior six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.
- 13.4 Limitation in Tariffs. Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors

or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss and (ii) any Consequential Damages.

- 13.5 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, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

14. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. REGULATORY APPROVAL

- 15.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.
- 15.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other

Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

- 15.3 Amendment or Other Changes to the Act; Reservation of Rights. 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. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis.

16. DISPUTES

16.1 Disputed Amounts.

16.1.1 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 sixty (60) 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; provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest-bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

16.1.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a

higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

16.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 16.1.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

16.1.4 The Parties agree that all negotiations pursuant to this Section 16.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

16.1.5 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 (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

16.2 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 16.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

17. MISCELLANEOUS

17.1 Authorization.

17.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Wisconsin.

17.1.2 New-Cell, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Connecting channels, Connection Types and arrangements provided to Carrier by Ameritech will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

17.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

17.4 Confidentiality.

17.4.1 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 such other Party's employees, contractors, agents or Affiliates (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 marked "Confidential" or "Proprietary" or by 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, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of 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 only in accordance with Section 17.4.2.

17.4.2 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 either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 17 with respect to 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.

17.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Wisconsin, without reference to choice of law provisions except insofar as the Act and the FCC's rules and regulations may control any aspect of this Agreement. In addition, issues or disputes concerning this Agreement shall be raised with the Commission, except where the FCC clearly has sole jurisdiction.

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

- 17.7 Non-Assignment. 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; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 17.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 17.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Carrier:

New-Cell, Inc.
1641 Commanche Avenue
Suite 1
Green Bay, Wisconsin 54313

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, Illinois 60654
Attn.: Vice President - Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5

Chicago, Illinois 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 595-1504

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 express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

- 17.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 17.11 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 and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 17.13 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 17.14 Technology Upgrades. Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Ameritech shall provide Carrier written notice at least ninety (90) days prior to the incorporation of any such upgrades in Ameritech's network which will materially impact Carrier's service or such other period as prescribed by applicable FCC or Commission rule. Carrier shall be solely responsible for the cost and effort of

accommodating such changes in its own network.

- 17.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 17.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.
- 17.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, 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 of each Party.
- 17.18 Technical Specifications. Subject to any special arrangements provided for herein, the design, installation, operations, and maintenance of all channels or equipment of Carrier and Ameritech which are used in handling interchanged traffic under this Agreement will be made in accordance with Bell Communications Research Technical Reference Numbers PUB43303; the Bell Communications Research list "Notes on the BOC Intra-LATA Network"; Bell Communications Research Technical Advisory TA-NPL-00145; and such other documents as may from time to time be referenced or as from time to time may be amended.
- 17.19 Testing. Ameritech and Carrier each may make reasonable tests and inspections of its channels, Connection Types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, Connection Types and arrangements being tested or inspected. When cooperative testing is requested by either party, such testing will be done in accordance with the provisions set forth in Ameritech's intrastate Access Tariff.
- 17.20 Equipment Space and Power. The Carrier will furnish or arrange to have furnished to Ameritech, at no charge, equipment space and electrical power required by Ameritech to provide facilities under this Agreement. The selection of AC or DC power will be mutually agreed to by the Carrier and Ameritech. The Carrier will also make necessary arrangements in order that Ameritech and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels, Connection types or arrangements.

18. NON-SEVERABILITY

The services, arrangements, Interconnection terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 15. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date set forth below.

NEW-CELL, INC. for itself and
on behalf of its managed and owned
subsidiaries listed in Attachment IX

By: *Patrick D. Riordan*
Name: Patrick D. Riordan
Title: President
Date: November 16, 1997

AMERITECH INFORMATION
INDUSTRY SERVICES, a division of
Ameritech Services, Inc., on behalf of
Ameritech Wisconsin Bell, Inc. d/b/a
Ameritech Wisconsin

By: *Kenneth H. Volz*
Name: KENNETH H. VOLZ
Title: VP-MKTG.
Date: 11/10/97



Schedule 1

DEFINITIONS

Access Tandem or Tandem - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and is capable of providing Feature Group D service.

Access Tariff - Any applicable Ameritech Tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, as defined in the Act.

Access Traffic - Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

Act - The Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

Affiliate - As Defined in the Act.

Ameritech's System - The communications network of Ameritech.

As Defined in the Act - As specifically defined in the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

As Described in the Act - As described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

Calling Party Number (CPN) - A Common Channel Interoffice Signaling (CCS) parameter which refers to the number transmitted through a network identifying the calling party.

Calling Party Pays Traffic - A call made in connection with a service where a caller to a cellular or paging subscriber agrees to pay the charges for the call. Typically, an announcement is played giving the caller the option to accept the charges or to end the call without incurring the charges.

Carrier's System - The communications system of the Carrier used to furnish cellular mobile radio services.

CDT - Carrier Dedicated Trunk.

Central Office Prefix - The first three digits (NXX) of the seven-digit telephone number.

Central Office Switch - A switch used to provide Telecommunications Services, including, but not limited to:

- (a) End Office Switches; and
- (b) Tandems.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

CLASS Features - Certain CCS-based features available to Customers less including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

Commercial Mobile Radio Service (CMRS) - Identical to the term "commercial mobile service" As Defined in the Act.

Commission - The Wisconsin Public Service Commission.

Common Channel Signaling (CCS) - The signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

Connection Type - The channel and associated service arrangement used to connect the Carrier's System with Ameritech's System for the purpose of interchanging traffic.

Customer - A third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

Customer Name and Address Information (CNA) - May include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes nonpublished listings, coin telephone information and published listings.

Dialing Parity - As Defined in the Act.

End Office Switch - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech's system. An End Office Switch includes any Remote Switching Modules and Remote Switching Systems served by a host

office in a different wire center.

Exchange Message Record (EMR) - The standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

Exchange Telecommunications Service - The furnishing of an exchange access line for telecommunications within a local service area, in accordance with the regulations, rates and charges specified in Ameritech's Exchange Services Tariff. Exchange Telecommunications Service includes the furnishing of the local facilities required to establish and maintain connections between an exchange access line and the toll plant in connection with toll calls.

FCC - The Federal Communications Commission.

ILEC - As Defined in the Act.

Information Services Traffic - Traffic delivered to Information Service providers as that term is defined in FCC Docket No. 97-158, First Report and Order, para. 341.

Intellectual Property - Copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

Interconnection - The linking of Ameritech and Carrier's networks for the mutual exchange of Local Traffic and Access Traffic.

Interexchange Carrier (IXC) - A carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

InterLATA - As Defined in the Act.

IntraLATA - IntraLATA is a term used to describe Ameritech services, revenues and functions that relate to telecommunications services originating and terminating within a single LATA or court-approved territory associated with the LATA.

Land-to-Mobile - The use of CMRS interconnection service for the origination of calls of wire line customers to the Carrier's MSC/Paging Terminal.

Local Access and Transport Area (LATA) - As Defined in the Act.

Local Exchange Carrier (LEC) - As Defined in the Act.

Local Traffic - Telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"),

as defined in 47 CFR Section 24.202(a).

Loss or Losses means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

Mobile Switching Center (MSC) - A CMRS switching End Office where CMRS customers are terminated for purposes of interconnection to each other and Ameritech trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office.

Mobile-to-Land - The use of CMRS interconnection service for the termination of calls from the Carrier's MSC/Paging Terminal to a wire line customer.

Multi-Party Traffic - Telecommunications traffic which is jointly carried by Ameritech and a facilities-based telecommunications carrier other than Carrier, including IXC's, LEC's, ILEC's or other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to Toll Carrier Arrangements.

NXX - The three-digit code which appears as the first three digits of a seven-digit telephone number.

900/976 Traffic - Local Traffic which originates on a Party's network and which is addressed to an information service provided on an information services platform served by the other Party (e.g., 976 and 900).

Party - Either Ameritech or Carrier, and Parties means Ameritech and Carrier.

Point of Interconnection (POI) - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech's network and Carrier's network.

Premises - As Defined in the Act.

Reciprocal Compensation - As Described in the Act.

Signaling Transfer Point (STP) - As Defined in the Act.

Telecommunications - As Defined in the Act.

Telecommunications Carrier - As Defined in the Act.

Telecommunications Service - As Defined in the Act.

Type 2A Facility - The Type 2A Facility is at the point of termination of a trunk between an MSC and an Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem. If desired, the Type 2A Facility may be used on an intraLATA basis only.

Type 2B Facility - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to Directory Numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.

Attachment I

Type 2 Facilities

Type 2 Facilities provide a two-point electrical communications path between the premises of Ameritech and the premises of the Carrier. It is provided as a trunk side connection through the use of End Office or Tandem switch trunk equipment. Type 2 Facilities may be arranged for either two-way calling, which permits the delivery of calls originated by both Ameritech and Carrier, but not simultaneously, or one-way calling in either the Land-to-Mobile or Mobile-to-Land direction. Type 2A and Type 2B Facilities will be used only for the handling of interchanged traffic originating or terminating on Carrier's System in connection with services Carrier is authorized to provide and will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a land line telephone to another land line telephone, except for the provision of custom calling features provided as an optional cellular line feature.

Ameritech shall provide to Carrier a full End Office Prefix (NXX) consistent with established industry guidelines, for use with the Type 2A and Type 2B Facilities. For calls in the Land-to-Mobile direction (from Ameritech to Carrier), Carrier must utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.

Type 2A Facility. Type 2A Facilities provide interconnection between Carrier's premises, through an Ameritech Tandem, to an End Office switch of Ameritech, using a combination of dedicated facilities subscribed to by Carrier and the shared facilities of Ameritech's switched network. Through this Connection, Carrier can establish connections to End Office Switches that subtend a Tandem. Technical specifications for Type 2A Facilities are set forth in Bell Communications Research Technical Advisory GR-NPL-000145.

Type 2B Facility. Type 2B Facilities provide direct interconnections between Carrier's premises and an Ameritech End Office, using only dedicated trunk facilities subscribed to by Carrier. Type 2B is available only at Ameritech End Offices that are equipped to provide Feature Group D Switched Access service. With Type 2B Facilities, Carrier is able to establish connections through Ameritech's facilities from and to only those valid central office prefixes (NXXs) served by the End Office at which the Type 2B Facility is provided. A Type 2B Facility may be used in conjunction with a Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch. Technical specifications for Type 2B Facilities are set forth in Bell Communications Research Technical Advisory GR-NPL-000145.

Attachment II

I. Description and Application of Rates and Charges

There are three types of charges that apply to a Commercial Mobile Radio Service. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Cellular Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service.

(B) Usage Rates

Usage rates are applied on a per minute basis. Per minute charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation or service are set forth in the attachment following as a nonrecurring charge for the Cellular Dedicated Trunk (CDT) rate element.

II. Measuring Minutes of Use

CMRS traffic will be measured by Ameritech at End Office switches or Access Tandem switches. Mobile-to-Land calls will be measured by Ameritech to determine the basis for computing chargeable minutes of use.

For Mobile-to-Land calls over Type 2A and Type 2B service, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

Attachment II

Usage rated Type 2A and Type 2B minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest minute for each End Office.

Minutes of use measured for traffic between a CMRS provider and an Interexchange Carrier (IXC) using Type 2A service via an Ameritech Access Tandem are not charged to the CMRS provider if they are paid for by the IXC.

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the Carrier Dedicated Trunk rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between the customer premises and Ameritech Access Tandem for Type 2A service, and between the customer premises and Ameritech End Office for Type 2B service. The mileage to be used to determine the usage rate for the Carrier Common Trunk rate element of Type 2A service is calculated on the airline distance between Ameritech Access Tandem and the Ameritech End Office where the call carried over the CCT originates or terminates.

IV. NXX Codes

The rating points for Carrier's NXXs shall be at Carrier's MSC.

Attachment II

AMERITECH - WISCONSIN Rates and Charges Applicable to Type 2 Service

ELEMENT	NON RECURRING	MONTHLY CHARGES
Carrier Dedicated Trunk - 2A or 2B		
<u>Digital (DS1)</u>		
Per 24 trunks	\$500.00	\$70.00
Mileage charges, per mile, per DS1		\$30.00

Attachment III

Type 2 Report Charges

Figure 1

Ameritech Originating Traffic Report Charges per report per ACNA, per State, per month	\$495.00
additional copies	\$200.00

Figure 2

Traffic Distribution Report Charges per report per ACNA, per State, per month	no charge
additional copies	no charge

Attachment IV

Type 2 Ameritech Originating Traffic Report

July 1997
(example)

<u>NPA</u>	<u>NXX</u>	<u>MIN</u>	<u>ACNA</u>
312	NXX	132,098	XXX
312	NXX	122,954	XXX
312	NXX	544	XXX
630	NXX	12,540	XXX
708	NXX	145,099	XXX
847	NXX	256,237	XXX
847	NXX	239,011	XXX
<hr/>			
Total Minutes of Use		x,xxx,xxx	
Total Reciprocal Comp. Amount			\$xx,xxx

Attachment V

Type 2 Traffic Distribution Report

Wireless-to-Land
(example)

LEC	Monthly Minutes (per 1MIL.)
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	<u>35,746</u>

Attachment VI

Reciprocal Compensation Rates

Wisconsin

Per Minute Use

Figure 1: (Ameritech to Carrier Calls)

For calls originated on Ameritech's network and terminated on Carrier's network based on percentage of Carrier's tandem switching:

\$0.004870

Figure 2: (Carrier to Ameritech Calls)

For calls originated on Carrier's network and terminated to Ameritech's end office via:

Type 2A Service, local call

\$0.005385

Type 2B Service, local call

\$0.004241

Attachment VII

WISCONSIN

	Per Minute of Use
<u>Carrier Line Switching, 2A or 2B</u>	\$0.0066
<u>Carrier Common Trunk, 2A</u>	
mileage bands: 0 to 1	\$0.0066
2 to 10	\$0.0084
11 to 26	\$0.0125
27 to 32	\$0.0163
33 to 40	\$0.0244
over 40	\$0.0285

Attachment VIII

Transit Traffic Charges

Calls originating on Carrier's network terminating to another carrier's network and transiting Ameritech's Type 2A service	Per Minute of Use \$0.005385
--	---------------------------------

Attachment IX

New-Cell, Inc.'s managed and owned subsidiaries and affiliates.

New-Cell, Inc.

Brown County MSA Cellular Limited Partnership

Wisconsin RSA #3 Limited Partnership

Wisconsin RSA #4 Limited Partnership

Wisconsin RSA #4 General Partner, Inc.

KDM Cell, Inc.

Wisconsin RSA #10 Limited Partnership

Metro Southwest PCS, LLP

Wausau BTA, LLC

Sheboygan BTA, LLC

Appleton BTA, LLC

Manitowoc BTA, LLC

Ironwood BTA, LLC

Iron Mountain BTA, LLC

Fond du Lac BTA, LLC

NET-LEC, Inc.

New-Call, LLC

NSP, LLC

NetNet, Inc.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
NEW-CELL, INC.**

Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and New-Cell, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Wisconsin, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003: .0010 per minute

June 15, 2003 and thereafter: .0007 per minute

- 2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

- 2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Wisconsin ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Wisconsin Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001 1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10

Calendar Year 2002 Year 2001 compensable ISP-bound minutes, times 1.10

Calendar Year 2003 Year 2002 compensable ISP-bound minutes

Calendar Year 2004 and on Year 2002 compensable ISP-bound minutes

- 2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party. .

2.4 Bill and Keep For ISP-bound Traffic in New Markets

- 2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Wisconsin LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Wisconsin LATAs.

- 2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin LATAs shall be Bill and Keep for the remaining term of this Agreement.

- 2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

- 2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by

any method approved by the applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

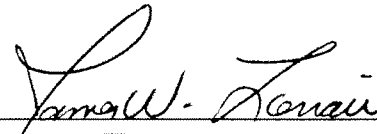
4. Miscellaneous

- 4.1 This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any

UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in SBC Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 20th day of June, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative


New-Cell, Inc.

By: 
Name: JAMES W. LIENAU
(Print or Type)

Title: V.P. Corporate Technical Services
(Print or Type)

Date: 6/23/03

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: 
Name: Mike Auinbaugh
(Print or Type)

Title: For/ President – Industry Markets

Date: JUN 26 2003

FACILITIES-BASED OCN # 6692

ACNA NEW

**AMENDMENT TO
CELLULAR/PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
NEW-CELL, INC.**

This Amendment is entered into this _____ day of _____, 2004 by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("Telco") and New-Cell, Inc. ("Carrier") (collectively, the "Parties").

WHEREAS, Telco and Carrier (collectively, the "Parties") have entered into an Agreement known as "Cellular/PCS Interconnection Agreement by and between New-Cell, Inc. and Wisconsin Bell, Inc. d/b/a SBC Wisconsin" ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement, which is being filed for approval contemporaneously herewith;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Telco and Carrier agree as follows:

1. The Cellular/PCS Appendix Emergency Service Access (E9-1-1) that is attached to this Amendment is incorporated into the Interconnection Agreement.

2. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten days following approval by such Commission or the date this Amendment is deemed to have been approved by such Commission.

3. This Amendment shall not modify or extend the Effective Date or Term of the Interconnection Agreement but rather shall be coterminous with the underlying Interconnection Agreement.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Interconnection Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Interconnection Agreement (including any amendments to this Interconnection Agreement), SBC-13STATE has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin.

may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Interconnection Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Interconnection Agreement and this Amendment and except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Interconnection Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Interconnection Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Interconnection Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Interconnection Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Interconnection Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Interconnection Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Interconnection Agreement.

IN WITNESS WHEREOF, this Amendment to the Interconnection Agreement was exchanged in triplicate on this 1 day of Dec, 2004, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

New-Cell, Inc.

Signature: James W. Lienau

Name: JAMES W. LIENAU

(Print or Type)

Title: V. P. Corp Tech Services

(Print or Type)

Date: NOV 18, 2004

OCN # 6692

ACNA NEW

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent

Signature: Kathy J. Wilkinson

Name: Kathy J. Wilkinson

(Print or Type)

Title: For/ President - Industry Markets

Date: 12-1-2004

APPENDIX CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. SBC-13STATE RESPONSIBILITIES	6
4. CARRIER RESPONSIBILITIES	7
5. RESPONSIBILITIES OF BOTH PARTIES	9
6. METHODS AND PRACTICES.....	9
7. CONTINGENCY.....	9
8. BASIS OF COMPENSATION.....	9
9. LIABILITY	9
10. MUTUALITY	10
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	10
E9-1-1 PRICING EXHIBIT	

CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the applicable SBC-owned ILEC's 911 and E911 Databases, and interconnection to an SBC-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **SBC-13STATE** 911 network service elements which **SBC-13STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-13STATE** is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from **SBC-13STATE**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-13STATE**. **SBC-13STATE** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-13STATE** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.7 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.10 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma

and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.11 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Call(s)"** means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 **"Automatic Location Identification" or "ALI"** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 **"Automatic Location Identification Database" or "ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.6 **"Automatic Number Identification" or "ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 **"Call path Associated Signaling" or "CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an **SBC-13STATE** E911 Selective Router.
- 2.10 **"Cell Sector"** means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 **"Cell Site/Sector Information"** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13 **"Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an **SBC-13STATE** 911 Selective Routing Tandem.
- 2.14 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

- 2.15 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 **"Designated PSAP"** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 **"E911 Authority"** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 **"E911 Service"** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-13STATE** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or **"E911 Service"** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.22 **"Emergency Service Routing Digits" or "ESRD"** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 **"Emergency Service Routing Key" or "ESRK"** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 **"Hybrid CAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 **"Meet Point"** means the demarcation between the **SBC-13STATE** network and the Carrier network.
- 2.26 **"Mobile Directory Number" or "MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 **"Mobile Identification Number" or "MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 **"National Emergency Number Association" or "NENA"** means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.29 **"Non-Call path Associated Signaling" or "NCAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

- 2.30 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty
- 2.32 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.33 **"Pseudo Automatic Number Identification (pANI)"** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.
- 2.34 **"Selective Routing" or "SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE
- 2.36 **"Shell Record"** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. SBC-13STATE RESPONSIBILITIES

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when **SBC-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** provides the 911 System component. In such situations, **SBC-13STATE** shall provide Carrier access to the **SBC 13-STATE** 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 **SBC-13STATE** will route 911 calls from the **SBC 13-STATE** SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 3.2.2 When routing a 911 call and where **SBC-13STATE** is the ALI Database Provider, in a Phase I application, **SBC-13STATE** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-13STATE** will forward the Phase I and Phase II data as provided by the Carrier.
- 3.3 Facilities and Trunking
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Carrier's order, **SBC-13STATE** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-13STATE** Access Services tariff. Additionally, when

Carrier requests diverse facilities, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-13STATE** SR(s).

3.3.4 **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point.

3.4 Database

3.4.1 Where **SBC 13-STATE** manages the 911 and E911 Databases and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC 13-STATE** E911 DBMS:

3.4.1.1 **SBC 13-STATE** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 **SBC 13-STATE** shall coordinate access to the **SBC 13-STATE** E911 DBMS for the initial loading and updating of Carrier ALI records.

3.4.1.3 **SBC 13-STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where **SBC 13-STATE** manages the 911 and E911 Databases, and Carrier deploys an NCAS solution:

3.4.2.1 Carriers designated third-party provider shall perform the above database functions.

3.4.2.2 **SBC 13-STATE** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where **SBC-13STATE** is the 911 System Service Provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-13STATE** SR office of the 911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the **SBC-13-STATE** 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-13STATE**, transport and trunk termination to each **SBC-13STATE** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Carrier's MSC and the **SBC-13STATE** SR

4.2.3 Carrier is responsible for determining the proper quantity of trunks and transport facilities from Carrier's MSC to interconnect with the **SBC-13STATE** 911 SR.

4.2.4 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.5 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Carrier's MSC to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

- 4.2.6 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.7 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.8 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate **SBC-13STATE** ALI server where **SBC-13STATE** is the designated ALI Database Provider. Such Data Circuit may be ordered from **SBC-13STATE** affiliate or vendor of Carrier's choice.
- 4.2.9 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.
- 4.2.10 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 4.2.11 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point. Carrier is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Where **SBC-13STATE** is the 911 System Service Provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing **SBC-13STATE** 911 DBMS:
 - 4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-13STATE**, for inclusion in **SBC-13STATE**'s DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
 - 4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.
 - 4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.1.4 Carrier is responsible for providing updates to **SBC-13STATE** 911 DBMS; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
- 4.3.2 Where **SBC-13STATE** is the 911 System Service Provider, and Carrier deploys an NCAS solution:
 - 4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.
 - 4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **SBC-13STATE**, for inclusion in **SBC-13STATE**'s 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
 - 4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

- 4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.
- 4.4.2 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify **SBC-13STATE** Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an SBC-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and Carrier.

8. BASIS OF COMPENSATION

- 8.1 Carrier shall compensate **SBC-13STATE** for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Appendix are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **SBC-13STATE** SR(s).

9 LIABILITY

- 9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **SBC-13STATE**, Carrier shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, Carrier will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local

Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

PRICING EXHIBIT**1.0 SBC-2STATE CELLULAR/PCS E9-1-1:****1.2 CALIFORNIA**

Trunk Charge per Trunk:

Monthly \$ 26.00

Non-Recurring \$ 741.00

Facility rates can be found in the State Special Access Tariff.

1.2 SBC NEVADA

Trunk Charge Per Trunk:

Monthly Recurring: \$ 8.00

Non-Recurring \$ 175.07

Facility rates can be found in the State Special Access Tariff.

2.0 SBC MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:**2.1 ILLINOIS**

Trunk Charge per Trunk:

Monthly \$ 19.99

Non-Recurring \$ 610.45

Facility rates can be found in the State Special Access Tariff.

2.2 INDIANA

Trunk Charge per Trunk:

Monthly \$ 26.64

Non-Recurring \$ 770.97

Facility rates can be found in the State Special Access Tariff.

2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly \$ 19.81

Non-Recurring \$ 496.18

Facility rates can be found in the State Special Access Tariff.

2.4 OHIO

Trunk Charge per Trunk:

Monthly \$ 28.72

Non-Recurring \$ 436.62

Facility rates can be found in the State Special Access Tariff.

2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly \$ 26.29

Non-Recurring \$ 737.59

Facility rates can be found in the State Special Access Tariff.

3.0 SBC SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:**3.1 ARKANSAS**

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

3.2 KANSAS

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

3.3 MISSOURI

Trunk Charge per Trunk:

Monthly \$ 58.00

Non-Recurring \$ 170.00

Facility rates can be found in the State Special Access Tariff.

3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly \$ 33.22

Non-Recurring \$ 110.00

Facility rates can be found in the State Special Access Tariff.

3.5 TEXAS

Trunk Charge per Trunk:

Monthly \$ 39.00

Non-Recurring \$ 165.00

Facility rates can be found in the State Special Access Tariff.

4.0 SBC CONNECTICUT CELLULAR/PCS E9-1-1:

Trunk Charge per Trunk:

Monthly \$ 14.39

Non-Recurring \$ 0.00

Facility rates can be found in the State Special Access Tariff

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NEW-CELL, INC.**

The Interconnection Agreement dated November 6, 1997 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")¹ and New-Cell, Inc. ("New-Cell") ("Agreement") effective in the State of Wisconsin is hereby amended as follows:

1. Section 11. Term and Termination is amended by adding the following section:
 - 11.1.1 Notwithstanding anything to the contrary in this Section 11, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 10, 2008 until January 10, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from New-Cell, by AT&T Wisconsin pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Wisconsin shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

New-Cell, Inc.

By: Name: JAMES W. LIENAU
(Print or Type)Title: V.P. of Engineering & CTO
(Print or Type)Date: 2/6/08Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T
Operations, Inc., its authorized agentBy: Name: Eddie A. Reed, Jr
(Print or Type)Title: Director - Interconnection AgreementDate: 2-11-08

SWITCH-BASED OCN # _____

UNE OCN # 6692

RESALE OCN # _____

ACNA NEW

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEW-CELL, INC.
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996, by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin, hereinafter referred to as "AT&T" and New-Cell, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Interconnection Agreement for a Wireless System Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved January 21, 1998 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to replace Section 15.2 with the following language:

15.2 Intervening Law. This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 17.9. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

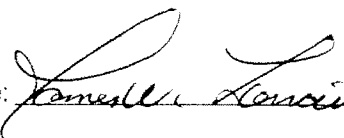
2. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the LEC's Customer, customer, End User, end user, or end-user and the CMRS Provider's Customer, customer, End User, end user, or end-user. All references to Local Traffic, local traffic, Local Telecommunications Traffic, local call and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

3. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
5. The Parties agree to replace the rate for Reciprocal Compensation for Type 2A and Type 2B in Attachment VI of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachment, VI shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

New-Cell, Inc.

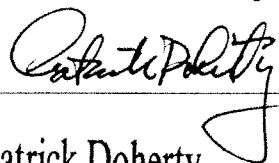
Signature: 

Name: JAMES W. LIENAU
(Print or Type)

Title: V.P. corp tech Services & CTO
(Print or Type)

Date: June 13, 2012

Wisconsin, Bell, Inc. d/b/a AT&T Wisconsin
by AT&T Services, Inc., its authorized agent

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 6-25-12

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU