

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

Dated as of June 16, 1998

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

VITAL COMMUNICATIONS

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**INTERCONNECTION AGREEMENT FOR A PAGING 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 ____ day of _____, 1998 (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 Vital Communications a _____ corporation with offices at P. O. Box 528, 211 Ley Avenue, Marshfield, Wisconsin, 54449 ("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 engaged in providing paging services 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 Agreement describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic in the Land to Mobile direction between the Parties' respective business and residential Customers. 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 for the transmission and routing of Local Traffic within a LATA.

3.2.2 *Facilities.* Interconnection in the Land to Mobile direction shall be accomplished through Ameritech-provided Type 2 Facilities and Type 1 Facilities via one-way trunks in the Land to Mobile direction. Any Type 1 Facilities which are in service as of the Effective Date shall remain in place until the earlier of December 31, 1999 or the termination of this Agreement. No new Type 1 Facilities for Land to Mobile traffic shall be provided after the Effective Date. The Type 2 and Type 1 Facilities used to establish Interconnection shall be referred to as "Interconnection Facilities". Type 2A and Type 2B Facilities will be used only for the handling of interchanged traffic terminating on Carrier's network 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 NXX consistent with established industry guidelines for use with the Type 2A and Type 2B Facilities. For calls in the Land-to-Mobile direction Carrier must utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.

(a) *Type 2 Facilities.* Ameritech will provide Type 2A and Type 2B Facilities at Ameritech's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier. Type 2A is available only at an equal access tandem. 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.

(b) *Type 1 Facilities.* Ameritech provided Type 1 facilities shall be as described in the definition and in the referenced technical specifications. Carrier shall pay Ameritech for any Type 1 Facilities from Ameritech at the rates set forth in Schedule 3.2.5.

3.2.3 *Operation and Maintenance.* Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide interconnection.

3.2.4 *Points of Interconnection.*

(a) There shall be a single Network Point of Interconnection ("NPOI") in each LATA between Ameritech's network and Carrier's network for traffic in the Land to Mobile direction. The location of the NPOI shall be mutually agreed upon by the Parties once Carrier is ready to become operational and shall be set forth in Schedule 3.2.4. Except as provided herein, Ameritech is responsible to deliver local, Ameritech originated Type 2 traffic to the NPOI at its own expense. Ameritech will provide additional facilities, at Carrier's request and at the rates set forth in Schedule 3.2.5, to connect Carrier's Paging Terminals with the NPOI.

(b) If the NPOI or any Point of Interconnection is located at Carrier's Paging Terminal, Carrier shall provide to Ameritech in the structure which houses Carrier's Paging Terminal ("Paging Terminal Office"), free of charge, space, power, heating, air conditioning, ventilation, and other support services needed to maintain Ameritech equipment and facilities at the Paging Terminal Office used to accomplish the interconnection. Carrier shall grant Ameritech access to Ameritech's equipment and facilities on a twenty four hour day/seven day a week basis. Carrier shall institute reasonable security measures to insure that Ameritech's equipment and facilities are secure from vandalism or theft. Carrier shall be responsible for any damage to Ameritech's equipment or facilities done by Carrier's employees, agents or contractors. Carrier shall provide termination on its switch or paging terminal at no charge to Ameritech.

3.2.5 *Charges for Interconnection Facilities*

a) Ameritech expressly reserves its rights to bill and collect charges for Interconnection Facilities which carry Land to Mobile Local Traffic from Ameritech to Carrier if the Commission, the FCC or a court determines that such charges may be assessed. The Parties will abide by any final, non-appealable ruling of the Commission, the FCC or a court on this issue. In the

event of such a ruling, the Parties shall amend this Agreement, within thirty (30) days of a written request to do so, in order to provide for the payment of charges for Interconnection Facilities retroactively to the Effective Date of this Agreement.

b) The Parties agree that twenty percent (20%) of the Land to Mobile traffic from Ameritech to Carrier is non Local or originates on the network of a Carrier other than Ameritech. Accordingly, Carrier shall pay Ameritech an amount equal to twenty percent (20%) of the rate for the Interconnection Facilities provided by Ameritech to provide Land to Mobile transport from Ameritech to Carrier. The rates for the Interconnection Facilities are set forth in Schedule 3.2.5.

c) Carrier acknowledges its liability for Type 2 and Type 1 services provided by Ameritech prior to the date of this Agreement is approved by the Commission, including Type 2 and Type 1 trunk charges. Carrier shall pay Ameritech for these services on the Effective Date.

3.2.6 *Technical Specifications.* Bellcore Technical Publication GR-CORE-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.

3.3 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 on Type 2 Facilities 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 Type 2 traffic by three (3) months after the date this Agreement is approved by the Commission, Carrier shall pay Ameritech a recurring monthly charge of a CDT as described in Schedule 3.2.5.

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 Land to Mobile Local Traffic between the Parties' respective Customers.
- 4.2 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local Trunks via one-way trunk groups in the Land to Mobile direction.
- 4.3 Measurement and Billing.
 - 4.3.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks, pursuant to Section 3.4.
 - 4.3.2 Measurement of Telecommunications traffic shall be in actual conversation seconds.

5. [INTENTIONALLY LEFT BLANK]

6. NXX RATING

6.1 Flexible Rating of NXX Codes

6.1.1 The flexible rating of NXX codes described in this Section is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier

may designate as its premises a Carrier Paging Terminal or another mutually agreed upon location.

6.1.2 Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Local, Ameritech-originated Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier. For existing NXX codes where the specified Rate Center is at an Ameritech Tandem, Carrier shall provide transport for Land to Mobile traffic between the tandem and its premises.

6.1.3 Flexible rating of NXX codes is made available in consideration of the withdrawal of Reverse Billing. If Reverse Billing continues to be available for any reason and is used by Carrier, Flexible rating of NXX codes shall not be provided to Carrier and existing flexible rated NXX codes shall be withdrawn.

6.2. Reverse Billing

6.2.1 As of the Effective Date of this Agreement, Reverse Billing shall not be available to Carrier for new NXX codes. By December 31, 1998 any existing Reverse Billing NXX codes shall be converted to Standard Billing in every End Office in the LATA. NXX code conversion shall take place on a mutually agreed upon schedule. Carrier shall provide all necessary cooperation and shall take all necessary action to accomplish this conversion by December 31, 1998.

6.2.2 If Carrier fails to take the necessary action to convert Reverse Billing NXX codes to Standard Billing within the time period set forth in subparagraph (a), Ameritech shall have the right to convert such NXX codes to Standard Billing.

6.2.3 Carrier shall compensate Ameritech for any Reverse Billing Traffic as set forth in Schedule 6.2.3.

7. **[INTENTIONALLY LEFT BLANK]**

8. **SPECIALIZED TRAFFIC**

While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another, except as provided in Section 3.

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 quarter 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 Interconnection 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 Interconnection 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 use, 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 interconnection arrangement 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:
- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
 - (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - (c) 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:

- (a) 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;
 - (b) 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;
 - (c) 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
 - (d) 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 permitted 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 in amount of at least \$5,000,000 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 for any charges due hereunder 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 two (2) 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 forty-five (45) 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 or 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 thirty (30) 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 thirty (30) 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 Carrier is a corporation duly organized, validly existing and in good standing 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:

Vital Communications
P. O. Box 528
211 Ley Avenue
Marshfield, Wisconsin 54449

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 5
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. From the Rate Effective Date, the Prior Agreement shall be superseded and revoked and shall have no further force or effect. 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.

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.

VITAL COMMUNICATIONS

By: D. A. Asplin
Name: David A. Asplin
Title: Owner / Operator
Date: July 23, 98

AMERITECH INFORMATION

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

By: Neil Cox
Name: Neil Cox
Title: President
Date: August 5, 1998

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.

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 exchange of Local 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 network.

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). 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 paging terminal which services the calling or called party at the time the call begins.

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-to-Land - The use of CMRS interconnection service for the termination of calls from the Carrier's network 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.

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)

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

Paging Terminal - Equipment used by Carrier to receive, store and forward paging messages to Carrier's Customers.

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

Point of Interconnection (POI) - The physical demarcation point between Ameritech and Carrier. Among other things, 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.

Rate Center - means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of telephone exchange service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that Rate Center cannot exceed the boundaries of an exchange area as defined by the state regulatory commission.

Reciprocal Compensation - As Described in the Act.

Reverse Billing - means an optional billing service which has in the past been offered by Ameritech to CMRS providers. Under this billing option, the CMRS provider is charged a per minute rate for calls to its customers and the calling party is not charged.

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

Standard Billing - means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customers of a CMRS provider.

Telecommunications - As Defined in the Act.

Telecommunications Act - The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

Telecommunications Carrier - As Defined in the Act.

Telecommunications Service - As Defined in the Act.

Toll Free 8XX Traffic - mean traffic dialed with the prefixes "800", "888" or a similar dialing prefix which indicates that the caller incurs no charge for the call.

Type 1 Facility - means a trunk which connects a Type 1 end office on Ameritech's network to a Paging Terminal on Carrier's network. In the Land to Mobile direction, a Type 1 Facility is used to carry traffic which is switched and routed to the Type 1 office where the NXX of the called number resides and is switched again to be routed to Carrier's network.

Type 2A Facility - means a trunk side connection between Carrier's Paging Terminal and an Ameritech Access Tandem.

Type 2B Facility - means a trunk side connection between Carrier's Paging Terminal and an equal access End Office.

Schedule 3.2.5

Type 2

I. Description and Application of Rates and Charges

There are three types of charges that apply to a Paging Commercial Mobile Radio Service in the Mobile to Land direction. 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 Paging 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.

Schedule 3.2.5

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.

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. Rates and Charges Applicable to Type 2 Service - Ameritech Wisconsin

ELEMENT	NON RECURRING	MONTHLY CHARGES
Carrier Dedicated Trunk - 2A or 2B		
Digital (DS1)		
Per 24 Trunks	\$500.00	\$70.00
Mileage charge, per mile, per DS1		\$30.00

Schedule 3.2.5

Type 1

I. Description and Application of Rates and Charges

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

(A) Month Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rates element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Exchange Access Trunk Access line, Exchange Access Trunk Usage Package and Exchange Access Trunk Equipment for Type 1 service.

(B) Usage Rates

Usage rates are applied on a per message basis. Per message 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 charge for the installation or service are set forth in the attachment following as a nonrecurring charge for the Exchange Access Trunk Access line and the Exchange Access Trunk Equipment.

II. Measuring Messages

CMRS Paging traffic will be measured by Ameritech at End Office switches. Measurement will be in accordance with the Access Tariff.

Schedule 3.2.5

III. Rates and Charges Applicable to Type 1 Service

A. Monthly Exchange Services, Message Rate Services

1. Each Trunk line to PBX equipment
Exchange Access Trunk

Access Line	Rates specified in PSC of Wisconsin No. 20, part 4 apply
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Usage Package	Rates specified in PSC of Wisconsin, No. 20, part 4 apply
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Trunk Service and Equipment to Establish Service	Rates specified in PSC of Wisconsin, No. 20, part 4 apply
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2. Each Exchange Access Trunk
Equipment

\$16.50 monthly

Non-recurring charge	\$100.00
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Additional charges may be applicable depending upon Carrier's system configuration.

3. Telephone Numbers

Rates specified in PSC of Wisconsin, No. 20,
part 4 apply

B. Usage Charges

Usage charges are rates that apply only when a specific rate element is used. Network usage for Type 1 service is furnished on a message rate basis.

Rates per message	Rates specified in PSC of Wisconsin, No. 20 parts 4 and 9 apply
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Schedule 3.2.6

Network Point of Interconnection for Land to Mobile Traffic

To be established upon mutual agreement of the Parties once Carrier is ready to become operational.

Schedule 6.2.3
Wisconsin Reverse Billing Rates

Per
Minutes of Use

Carrier Line Switching	\$0.0066
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Carrier Common Trunk, 2A

mileage bands:	0 - 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

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
VITAL COMMUNICATIONS



Signature: eSigned - David AsplinSignature: eSigned - William BockelmanName: eSigned - David Asplin
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Owner - President
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 13 Dec 2016Date: 13 Dec 2016

Vital Communications

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
VITAL COMMUNICATIONS
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and Vital Communications ("CMRS Provider" or Vital Communications"), shall apply to the State of Wisconsin. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **DEFINITIONS**
 - 2.1 "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
 - 2.2 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
 - 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
 - 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither

originates nor terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.

3. Effective July 1, 2017 (in compliance with ¶8 of FCC Order 11-189), 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. This Amendment is not applicable to Transit Traffic.
5. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: 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").

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

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