

**INTERCONNECTION AGREEMENT FOR THE TRANSPORT
AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC**

This Interconnection Agreement for the exchange of Telecommunications Traffic between carriers ("Agreement") is made effective as of the 1st day of January, 2005 (the "Effective Date") by and between Citizens Telephone Cooperative, Inc. ("CITIZENS") a Wisconsin Corporation, with its principal office at 328 West Main Street, P.O. Box 127 New Auburn, Wisconsin 54757 and American Cellular Corporation ("ACC"), a Delaware corporation, with its principal office at 14201 Wireless Way Oklahoma City, OK. 73134. Citizens and ACC are referred to herein individually as "Party" and collectively as the "Parties".

WHEREAS, Citizens Telephone Cooperative, Inc. is a Local Exchange Carrier's ("LEC") in the State of Wisconsin; and

WHEREAS, ACC is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC"); and

WHEREAS, the Parties wish to establish a Reciprocal Compensation and Interconnection arrangement consistent with Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"); and

WHEREAS, the Parties desire to interconnect their respective LEC and CMRS network facilities for the purpose of delivery of specific traffic for Transport and Termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein and do so without waiving or compromising any position(s) they may otherwise take and/or have with respect to those obligations and/or terms and conditions in the context of any further interconnection-related proceeding including but not limited to the possible renegotiation of this Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITIZENS and ACC hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 1.1** “Act” means the Communications Act of 1934, 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.
- 1.2** “Affiliate” is As Defined in the Act.
- 1.3** “As Defined in the Act” means as specifically defined in the Act.
- 1.4** “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.
- 1.5** “CLLI Codes” means Common Language Location Identifier Codes.
- 1.6** “Commercial Mobile Radio Services” (CMRS) is as defined in 47 C.F.R. 20.3.
- 1.7** “Commission” means the Public Service Commission of Wisconsin.
- 1.8** “Common Channel Signaling” (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.9** “DS-1” is a telecommunications service carried at digital signal rate of 1.544 Mbps.
- 1.10** “DS-3” is a telecommunications service carried at digital signal rate of 44.736 Mbps.
- 1.11** “Effective Date” means the date contained in the first paragraph of the Agreement.
- 1.12** “End Office Switch” means LEC’s Class 5 switching system where telephone loops used to provide end user Exchange Service are terminated.
- 1.13** “Enhanced Service Provider (ESP)/ Information Service Provider (ISP) is any entity, including but not limited to an Internet Service Provider, that provides information services.
- 1.14** “Exchange Access Service”, as used in this Agreement, shall mean the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or

Termination of telephone toll services, as defined by the various state and federal regulatory bodies.

1.15 “Exchange Service” means all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (“PSTN”), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.16 “FCC” means the Federal Communications Commission.

1.17 “Incumbent Local Exchange Carrier” or “ILEC” is As Defined in the Act.

1.18 “Information Service” is As Defined in the Act.

1.19 “ISP Traffic” is traffic originated by an end user of one Party and delivered to the other Party for switching to an Information Service Provider (ISP).

1.20 “Interconnection” is the direct or indirect connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access Service. The architecture of Interconnection may include one or more Mid-Span Meets, or Points of Interconnection. "Interconnection Facilities" means the interconnection facilities as described in Appendix A.

1.21 “Interexchange Carrier (IXC)” is a telecommunications service provider authorized by the FCC to provide interstate long distance communication services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.22 “InterLata Service” means telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

1.23 “InterMTA Traffic” is: (a) traffic originated by a CMRS end user of ACC in an MTA and terminated to an end user of CITIZENS in another MTA; and (b) traffic originated by an end user of CITIZENS in one MTA and terminated to an end user of ACC in another MTA.

1.24 “IntraLata Service” means telecommunications within the same Local Access and Transport Area.

1.25 “IntraLATA Toll Traffic” means all IntraLATA calls that are not defined as Telecommunications Traffic.

1.26 “Local Access and Transport Area (LATA)” is a geographic area for the provision and administration of communications service, i.e., intraLATA or interLATA.

1.27 “Local Exchange Carrier (LEC)” is any company certified by the Commission to provide local exchange telecommunications service.

- 1.28** “Local Exchange Routing Guide (LERG)” is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.29** “Mandatory Local Calling Scope” is an arrangement that provides end users a local calling scope, and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic exchange service area.
- 1.30** “Mbps” means million bits per second.
- 1.31** “Mid-Span Meet” is an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon POI.
- 1.32** “MSC or MTSO” is the Mobile Switching Center or Mobile Telecommunications Switching Office used by a CMRS carrier in performing originating and terminating functions for calls to or from end users of the CMRS carrier.
- 1.33** “MTA” means Major Trading Area as defined by the FCC rules, Part 24.202(a)
- 1.34** “NPA” or the “Number Plan Area” (also referred to as an “area code”) refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).
- 1.35** “NXX” means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 or 900 code).
- 1.36** “Party” means either CITIZENS or ACC, and “Parties” means CITIZENS and ACC.
- 1.37** “Point of Interconnection (POI)” means the interconnection point, as referenced in 47 CFR Section 51.701(c), between the networks of two carriers utilized for the transmission of traffic subject to Section 251(b)(5) of the Act.
- 1.38** “Rate Center” means the specific geographic point (“Vertical and Horizontal” or “V & H” coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic local exchange telecommunications services. The “rate center point” is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area within which the LEC provides basic local exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. The designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist.

- 1.39** “Reciprocal Compensation” means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier’s network of Telecommunications Traffic that originates from the network facilities of the other carrier.
- 1.40** “Signaling System 7 (SS7)” is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.
- 1.41** Intentionally left blank.
- 1.42** “Tandem” denotes a Class 4 switching center used to switch a call between and among two End Office Switches, an End Office Switch and an equivalent facility provided by a carrier other than a LEC, or another Tandem, or two Tandems.
- 1.43** “Telecommunications” is As Defined in the Act.
- 1.44** “Telecommunications Carrier” is As Defined in the Act.
- 1.45** “Telecommunications Traffic”, consistent with 47 CFR Section 51.701(b)(2), means two-way telecommunications between end users of CITIZENS and ACC that at the beginning of the call originates and terminates within the same MTA. A party that originates Telecommunications Traffic has the right under this Agreement to terminate the traffic on the other Party’s network as Telecommunications Traffic.
- 1.46** “Termination” means the switching of Telecommunications Traffic at the terminating carrier’s Tandem or End Office Switch, or equivalent facility, and delivery of such traffic to the called Party’s end user.
- 1.47** “Transiting Traffic” means traffic that originates from one providers network, “transits” one or more other providers’ network substantially unchanged, and terminates to yet another provider’s network.
- 1.48** “Transport” is the transmission and any necessary Tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier’s End Office Switch, or equivalent facility provided by a carrier other than an incumbent LEC that directly serves the called party.
- 1.49** “Trunk” means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.
- 1.50** “Type-2 Service”, often referred to as a Trunk side connection, is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

2.0 INTERPRETATION AND CONSTRUCTION

- 2.1** All references to Sections and Appendices are references to Sections of and Appendices to this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.
- 2.2** The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

- 3.1** This Agreement shall cover the Transport and Termination of Telecommunications Traffic subject to the provision of Section 4.2 below, between CITIZENS network in Wisconsin and the CMRS network of ACC. The services hereunder are intended for wireless to wireline or wireline to wireless traffic but not wireline to wireline communications. This agreement does not obligate CITIZENS to provide arrangements not specifically provided for herein.
- 3.2** This Agreement sets forth the terms, conditions, and rates under which the Parties agree to Interconnect the CMRS network of ACC and the network of CITIZENS for purposes of exchanging Telecommunications Traffic, provided that the service provided by ACC to its end user is a two-way Mobile Service as defined in 47 U.S.C. 153(27). Traffic associated with paging service or fixed wireless service, if any, is specifically excluded from this Agreement.
- 3.3** ACC represents that it is a CMRS provider of Telecommunications services to subscribers in Minnesota and Wisconsin, using Operating Company Number (OCN) of 4116 in the state of Wisconsin.
- 3.4** The Parties agree that all Telecommunications Traffic subject to the provisions of Section 4.2 below shall be exchanged via the facilities described in Section 4 of this Agreement.
- 3.5** This Agreement provides for the Transport and Termination of traffic including:
- 3.5.1** ACC to CITIZENS Telecommunications Traffic that is:
- a. originated on the CMRS network of ACC;
 - b. delivered to the CITIZENS network over the Interconnection Facilities pursuant to this Agreement; and
 - c. terminated at the CITIZENS end user.

3.5.2 ACC to CITIZENS Tandem Transiting Traffic that is:

- a. Transiting Traffic originated on the CMRS network of ACC;
- b. delivered to the CITIZENS network over the Interconnection Facilities pursuant to this Agreement; and
- c. terminated to a third party network, listed in Appendix E;

3.5.3 CITIZENS to ACC Telecommunications Traffic subject to the provision of Section 4.2.3 below that is:

- a. originated on the LEC network of CITIZENS;
- b. delivered to ACC over the Interconnection Facilities pursuant to this Agreement; and
- c. terminated on the CMRS network of ACC.

3.5.4 CITIZENS to ACC Tandem Transiting Traffic that is:

- a. Transiting Traffic originated on a third party network listed in Appendix E;
- b. delivered to ACC over the Interconnection Facilities pursuant to this Agreement; and
- c. terminated on the CMRS network of ACC.

3.5.5 Telecommunication Traffic subject to the provisions of Section 4.2, delivered through indirect Interconnection as provided in Section 4.4.

3.6 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end users, the services either Party chooses to offer to its respective end users, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective end users.

3.7 Nothing in this agreement shall prohibit ACC from enlarging its CMRS network through management contracts with third party network managers for the construction and operation of a CMRS system under the ACC brand name and license. Traffic originating on such extended networks shall be treated as traffic under the terms and conditions of this Agreement. ACC shall provide CITIZENS thirty (30) day prior written advance notice of any such management contract. Written notice shall include the affiliated third party name, address, and Operating Company Number.

4.0 SERVICE AGREEMENT

This Agreement provides for the following direct and indirect Interconnection and arrangements for Transport and Termination of Telecommunications Traffic between the networks of CITIZENS and ACC. Routing of traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure or traffic surges, as mutually agreed to by the Parties.

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4.2 Type-2A Trunk Direct Interconnection at New Auburn. Two way Type-2A Trunk(s) will be provisioned between the CITIZENS New Auburn Tandem and ACC's Point of Presence in Eau Claire, Wisconsin to a Meet Point as provided in Appendix A, Section 1. Applicable tariff charges for establishing and provisioning these Interconnect Facilities will be billed pursuant to Section 5.2 and Appendix B of this Agreement.

- 4.2.1** The Type-2A Interconnection shall be used by ACC to deliver Telecommunications Traffic to designated NPA-NXXs of CITIZENS that are listed in Appendix C and Appendix D.
- 4.2.2** The Type-2A Interconnection may be used by ACC to deliver Telecommunications Traffic to NPA-NXXs of third party networks, which are associated with End Offices Switches that subtend the CITIZENS New Auburn Tandem and are listed in Appendix E.
- 4.2.3** The Type-2A Interconnection shall be used by CITIZENS to deliver Telecommunications Traffic to designated NPA-NXXs of ACC for which the associated Rate Center (as determined by Vertical and Horizontal (V&H) coordinates) is within the Mandatory Local Calling Scope of the CITIZENS end users, or which are otherwise agreed to by the Parties, all of which are listed in Appendix C and Appendix D.
- 4.2.4** The Type-2A Interconnection between ACC and CITIZENS shall be used by CITIZENS to deliver Transiting Traffic from a third party network as provided in Appendix E to ACC.
- 4.2.5** Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to ACC's end users shall not affect or determine: (i) the services offered by CITIZENS or ACC, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist.

4.3 Intentionally Left Blank.

4.4 Indirect Interconnection: ACC and CITIZENS shall strive not to, but may deliver calls destined to terminate to the other Party via another third party Tandem switch service provider. To the extent that ACC or CITIZENS and a third party Tandem switch service provider have entered into or may enter into arrangements for the delivery of Telecommunications Traffic for Termination to the other Party's end users (i.e., traffic that is not covered elsewhere in this Agreement), the terminating Party will accept this traffic subject to the compensation arrangements as provided in Appendix B.I.

4.5 The Parties shall jointly engineer and configure Trunks over the physical Interconnection Facilities described in Appendix A as follows:

- 4.5.1** The Parties shall provision Type 2A two-way Trunk group(s) as provided in Appendix A as a direct transmission path between the two Parties.
- 4.5.2** If the traffic volumes between ACC and CITIZENS meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), eight times within a 30-day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of additional direct Trunks.
- 4.5.3** ACC shall, provision within industry standards, additional Trunks, if necessary. Neither Party can require the other Party to build or put in unnecessary Trunks.
- 4.5.4** The network switches of both Parties involved in the provision of Telecommunications Traffic shall be managed in accordance with the applicable industry/Telcordia standards.
- 4.5.5** Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining facilities and logical Trunking on its side of the POI to provide for the Transport and Termination of Telecommunications Traffic subject to the provisions of Section 4.2, consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling

- 4.6.1** Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted.
- 4.6.2** Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, such as Carrier Information Parameter (CIP), and Home Location Record (HLR), wherever such information is needed for call routing, recording or billing.

5.0 COMPENSATION ARRANGEMENTS

5.1 Telecommunications Traffic

- 5.1.1** Reciprocal Compensation is applicable for Transport and Termination of Telecommunications Traffic as described in Section 4, as applicable. For the purposes of billing compensation, billed minutes will be based upon actual usage recorded, with the exception of traffic described in Section 4.4, where

records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. Measured usage begins when the terminating recording switch receives answer supervision from the called end user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic as provided in Section 4.2 shall be based on the aggregated measured usage less traffic that is not Telecommunications Traffic.

- 5.1.2** Subject to the provisions of Section 4.2 and the exceptions described in Sections 5.1.3 below, each Party shall pay the other Party for Transport and Termination of Telecommunications Traffic that either Party delivers to the other Party's network pursuant to the provisions of Section 3.5 of this Agreement. The charges and rates for Termination of Telecommunications Traffic shall be at the rates set forth in Appendix B of this Agreement. ACC shall also pay CITIZENS for InterMTA Traffic as provided for in Appendix B. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.
- 5.1.3** Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services, ISP traffic, or video services.
- 5.1.4** ACC does not currently provide fixed wireless services in CITIZENS exchange boundaries, ACC agrees that it will provide CITIZENS prior written notice of its intent to launch fixed wireless services in CITIZENS exchange boundaries. Upon CITIZENS receipt of such notice, the Parties agree to negotiate an appropriate agreement or an amendment to this Agreement, which will address the exchange of such traffic. In the event that the Parties cannot reach an agreement on the amendment, the dispute will be resolved pursuant to the provisions of Section 14.0.

5.2 Interconnection Facilities. The Parties shall arrange for and maintain type 2A Interconnection Facilities as provided in Appendix A, between the CITIZENS Tandem in New Auburn, Wisconsin and the ACC Point of Presence in Eau Claire, Wisconsin. The Parties' obligations for any nonrecurring and recurring costs of the two-way Interconnection Facilities shall be made pursuant to the terms set forth in Appendices A.

5.3 Intentionally Left Blank.

5.4 Traffic Distribution. The Parties intend to utilize actual and auditable measurement to identify the quantity of Telecommunications Traffic, pursuant to this Agreement. In the event a Party is unable to measure traffic for billing purposes, or there is otherwise an insufficient representative and verifiable data to identify the actual Telecommunications Traffic and/or InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply the Default Traffic Factors as stated in Appendix A Section III. CITIZENS will bill ACC for InterMTA Traffic based on the applicable CITIZENS Interstate or Intrastate access charges, as provided in

Appendix B, Section V. The Parties agree that the Default Traffic Factors set forth in Appendix A may not be amended for twelve (12) months from the Effective Date. At the request of either Party thereafter, the factors will be mutually adjusted based on actual traffic studies for the prior six months to determine the respective percentages of Telecommunications Traffic and InterMTA Traffic. Requests to adjust factors cannot be made by either Party more than once every six months and the new factors will be effective as of the request date. In the event of a dispute regarding adjustments requested per this paragraph, if any, to the factors, the dispute will be resolved to the provision of Section 14. Each Party agrees to provide available traffic data in conjunction with any adjustment.

5.5 Transiting Traffic. Transit Traffic compensation is applicable for all traffic Transiting the CITIZENS Tandem switch and terminating to a third party network. ACC shall be responsible for the Transit Traffic Charges pursuant to Appendix B for ACC originated traffic transited by Citizens Telephone Cooperative, Inc. to a third party network. For purpose of billing compensation for Transit Traffic, all minutes will be based upon actual usage recorded.

5.6 InterMTA Traffic Compensation. Parties agree that traffic rated and recorded as Telecommunications Traffic, may originate and terminate in different MTAs and would be subject to Switched Access Compensation. Switched Access Compensation is applicable to the Telecommunications Traffic delivered by ACC to CITIZENS that originates and terminates in different MTAs, to the extent that such traffic is not handed off to an IXC. ACC shall compensate CITIZENS at CITIZENS applicable Switched Access rates for all such traffic. The Parties recognize the difficulty of measuring such traffic and hereby agree to use the Default Factors set forth in Appendix A. ACC agrees to pay CITIZENS for all mobile-originated interMTA Traffic.

6.0 NOTICE OF CHANGES

6.1 If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Intentionally Left Blank.

7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to provision the interconnection facilities required to assure traffic Termination.

7.3 Sixty (60) days prior to requesting two-way direct Trunk(s), ACC will provide CITIZENS with a six (6) month calendar month, non-binding forecast of its Trunking requirements. Additional forecasting of Trunking requirements will be provided by ACC to CITIZENS as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

- 7.4** Each Party is individually responsible to provide facilities within its network which are necessary 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 a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.
- 7.5** Neither Party shall use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's end users, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.6** The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.
- 7.7** If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.
- 7.8** Intentionally left blank.
- 7.9** Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 7.10** Each Party is responsible for administering NXX codes assigned to it.
- 7.11** Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.
- 7.12** Each Party shall be responsible for its own independent connection to the 911/E911 network.

- 7.13** Each Party shall use the LERG published by Telcordia, or its successor, for obtaining route information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 7.14** CITIZENS shall program and update its Tandem, End Office Switches and network systems to recognize and route traffic to NXX codes assigned to ACC. ACC shall do the same with respect to its network for recognizing and routing traffic to CITIZENS 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.
- 7.15** At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and property damage. 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).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

- 8.1** This Agreement will be effective upon execution by both Parties subject to approval by the Commission. The initial term of this Agreement shall be two years from the Effective Date and shall then automatically renew on a year-to-year basis. The Agreement may be terminated by either Party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least sixty (60) days in advance of the expiration of the initial term or any renewal term thereof. In the event such notice of termination is provided and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one year following the date of termination, whichever is earlier. Notwithstanding the foregoing, if there is arbitration or litigation concerning the development of a replacement arrangement at the end of the one-year period discussed above, this Agreement shall be extended until the conclusion of the arbitration or litigation.
- 8.2** Upon termination or expiration of this Agreement in accordance with this Section:
- (a) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
 - (b) each Party's indemnification obligations shall survive termination or expiration of this Agreement to the extent the claim arose during term of the Agreement.
- 8.3** The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For CITIZENS, authority involves the provisions of Exchange Service or Exchange Access Service. For ACC, authority involves the provision of CMRS service under license from the Federal Communications Commission.

8.4 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than thirty (30) days written notice to the nonpaying Party for failure to pay undisputed amounts on the dates or at the times specified for the facilities and services furnished pursuant to this Agreement, and the nonpaying Party does not pay undisputed amounts within thirty (30) days of receipt of the written notice thereof.

8.5 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the default Party does not cure the default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

- a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

9.1 Except as provided herein, or as otherwise provided in any applicable tariff or contract, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 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:

10.1.1 Any loss to a third person arising out of the gross negligence 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.

10.1.2 Any claims for libel, slander, infringement of copyright, or other intellectual property rights, arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's end users.

10.1.3 Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

10.1.4 Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule, regulation or order

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the Indemnified Party, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the 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 or loss 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 or loss, the Indemnified Party will defend such claim or loss, 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 or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, 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 Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss 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 or loss as provided above, the 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 or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

11.1 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 Party, 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.

- 11.2 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, or contractors.
- 11.3 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 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 10 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 reasonable attorney's fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. Except to the extent of a Party's willful misconduct or negligence, in no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 10, will either Party's liability to the other be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.
- 11.4 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 failures, power failures, 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").
- 11.4.1** If a Force Majeure Event should occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to the Section: (i) by the acts or omissions of a Party's subcontractors, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and

unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any reasonable steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

12.0 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. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.0 REGULATORY APPROVAL

- 13.1 Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission. ACC authorizes CITIZENS to file a copy of the Agreement with the Commission on ACC's behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission under Section 252 of the Act. If the Commission 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 of the Agreement, 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.
- 13.2 Changes in Law.** Notwithstanding any provision in this Agreement to the contrary, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law (collectively "Change in Law") materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, a Party may, on thirty (30) days' written notice 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. If such provisions are not renegotiated within thirty (30) days after such notice, either Party may file a petition for arbitration with the Commission pursuant to Section 252 of the Act or may otherwise exercise any other legal remedy available. Except as otherwise provided for in this

section 13.2, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

14.0 DISPUTE ESCALATION AND RESOLUTION

14.1 Procedures. Unless, 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 14.0. 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 within five (5) business days from the written request appoint a designated representative who has the authority to settle the Dispute. 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 any other relief under Applicable Law.

14.2 Billing and Payment; Disputed Amounts

14.2.1 CITIZENS and ACC shall invoice each other on a monthly basis. Both CITIZENS and ACC shall pay any invoice, in immediately available U.S. funds, within thirty (30) days from the date of the invoice. Except as provided in Appendix A. IV, there shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.2.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the Billing Party under this Agreement. And the Billed Party shall not be entitled to dispute the Billings Party’s statement(s) based on such Party’s failure to submit them in a timely fashion. Neither Party will bill the other Party for previously unbilled charges for Services provided for more than one year prior to the current billing date.

14.2.3 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non Paying Party”) shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amount it disputes (“Disputed Amount”) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.2.4 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 the delivery to the Billing Party of the written notice of the Disputed Amounts, then either Party may implement the procedures as provided in Section 14.1.

14.2.5 The Parties agree that all negotiations pursuant to this subsection 14.2 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.

14.2.6 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.

14.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with this Agreement.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 CITIZENS 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, subject to necessary regulatory approval.

15.1.2 ACC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is validly registered to do business in the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by CITIZENS or ACC, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship. Neither this Agreement, nor any actions taken by CITIZENS or ACC in compliance with this Agreement, shall create a contractual, agency or any other type of relationship or third party liability between CITIZENS and end users or others.

15.4 Confidentiality

15.4.1 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 its employees, contractors, agents (its “Representatives” and with a Party, a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be 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 (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of 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 15.4.2 of this Agreement.

15.4.2 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 seek appropriate protective relief from all or part of such and the Receiving Party shall cooperate with the Disclosing Party and not interfere with the Disclosing Party’s efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

15.4.3 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. Proprietary Information required to be returned, does not include invoices or supporting detail related to charges for exchange of traffic.

15.4.4 The obligation of confidentiality and use with respect to Proprietary Information disclosed by one Party to the other shall survive any termination of this Agreement, for a period of two years.

15.5 Governing Law. This Agreement shall be governed by and construed in accordance with the Act and the State Commission’s and FCC’s Rules and Regulations as amended expect

insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Wisconsin without regard to its conflict of laws principles, shall govern.

- 15.6 Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, 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.
- 15.7 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 which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 15.8 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. Notwithstanding its willingness to enter into this Agreement, CITIZENS asserts that it is a Rural Telephone Company and is entitled to, and is not otherwise waiving, the rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f).
- 15.9 Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: American Cellular Corporation
Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134

with a copy To: Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1630
Oakland, CA 94612

To: Dennis Bachman, Manager with a copy To:
Citizens Telephone Cooperative, Inc.
328 West Main Street
P.O. Box 127
New Auburn, WI 54757

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.

15.10 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 the other Party's prior written consent.

15.11 Compliance with Law. Nothing in this Agreement shall be construed as requiring or permitting either Party to violate any requirement of Applicable Law.

15.12 No Third Party Beneficiaries: Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

15.13 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

15.14 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.

15.15 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact service or such other period as required by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

- 15.16** Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party as stated in Section 13.2.
- 15.17** Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 15.18** Entire Agreement. The terms contained in this Agreement and any Appendices, tariffs other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.
- 15.19** Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and its Appendices to be executed by their duly authorized representatives.

Citizens Telephone Cooperative, Inc

American Cellular Corporation

By: _____

By: _____

Date: _____

Date: _____

Printed: _____

Printed: Timothy J. Duffy

Title: _____

Title: Sr. Vice-President and CTO

Appendix A

Schedule of Interconnection Facilities

I. Interconnection Facilities

a. Type-2A Interconnection Facilities. The Parties shall arrange for and maintain Type-2A Interconnection Facilities between the CITIZENS Tandem Switch in New Auburn, WI and the ACC Point of Presence in Eau Claire, WI. (“Interconnection Facilities”).

b. For the exchange of Telecommunications Traffic in accordance with this Agreement, the Parties agree to initially connect twenty-four (24) Trunks using one (1) DS-1 facilities between the New Auburn Tandem and ACC’s Point of Presence in Eau Claire, WI. Additional facilities may be added (or existing facilities may be disconnected) as warranted by the traffic exchanged by the Parties and upon mutual consent of the Parties, which consent shall not be unreasonably withheld.

c. The Parties further agree to provision the Interconnecting Facilities using CITIZENS facilities between the New Auburn Tandem and the ACC Point of Presence. The Meet Point shall be at the CITIZENS exchange boundary located at the V and H coordinates: V 5638 and H 4302 as the Meet Point for purposes of section d below (“Meet Point”).

d. ACC shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities between its Point of Presence in Eau Claire, WI and up to the Meet Point described in section c above. Citizens Telephone Cooperative, Inc. shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities between its New Auburn Tandem and up to the Meet Point described in section c above.

e. In the event the facilities provided for in this Agreement are no longer available, the Parties agree to negotiate in good faith replacement facilities that are consistent with the initial arrangement provided for above. In no event, however, shall the Meet Point be outside the Citizens Telephone Cooperative, Inc. service exchange boundary.

II. Dedicated Facilities and Services

Per Applicable CITIZENS Tariff

III. Default Traffic Factors

The Parties agree that the initial Default Traffic Factors will be as follows:

Mobile to Land Factor:		67%
Telecommunications Traffic	100.00%	
InterMTA:	0.00%	
Intrastate	0.00%	
Interstate	0.00%	
Land to Mobile Factor:		33%
Telecommunications Traffic	100.00%	

IV. Reciprocal Compensation – Net Billing

At the conclusion of each month during the term of this Agreement, CITIZENS will bill ACC the net amount of termination compensation due to CITIZENS based on the rates and billing factors specified in this Agreement. Accordingly, the number of mobile to land minutes delivered by ACC to CITIZENS (rounded at the end of the month to the nearest whole minute) will be reduced by the number of land-to-mobile minutes delivered by CITIZENS to ACC, and the result will be multiplied by the applicable rate to arrive at the net amount due to CITIZENS. Mobile-to-land minutes of use will be based on actual minutes of use for Telecommunications Traffic delivered by ACC for termination by CITIZENS. The land-to-mobile traffic minutes for which ACC is entitled to Reciprocal Compensation shall be calculated by dividing the total number of Telecommunications Traffic minutes delivered by ACC for termination by CITIZENS by the appropriate Mobile-to-Land Factor (e.g., 67%) and multiplying the result by the Land-to-Mobile Factor (e.g., 33%).

Appendix B

Schedule of Charges Pursuant to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for the Transport and Termination of Telecommunications Traffic as follows:

I. Charges for Transport and Termination.

These rates are reciprocal and symmetrical for Telecommunications Traffic exchanged between CITIZENS and ACC and apply for all Telecommunications Traffic MOUs, subject to the provision of Section 4.2 and 4.4 of this Agreement.

- a. Rate per minute of use. \$.024

For purposes of this Agreement, the rate noted above is applicable to the extent the Parties exchange a total of at least one hundred thousand Telecommunications Traffic MOUs as described in Section 4 per month. In the event the Parties do not exchange that volume of traffic, the Parties agree to renegotiate an appropriate rate for Transport and Termination to address those months when the volume of traffic is less than 100,000 MOUs per month. The Parties agree to true-up all payments for the months where the traffic exchanged is less than 100,000 MOUs based on the renegotiated rate in the event that renegotiated rate varies from the current rate. If the negotiations are unsuccessful, the Parties agree to arbitrate the matter before the Commission pursuant to Sections 251/252 of the Act.

II. Dedicated Facilities and Services.

Per Applicable CITIZENS Tariff

III. Transiting Traffic Charges.

These charges are per minute of use for ACC originating Transiting Traffic delivered to the CITIZENS New Auburn Tandem for Termination to a third party network subtending the New Auburn Tandem as provided in Appendix E. ACC assumes responsibility for any appropriate compensation due the third party for Termination of such traffic. CITIZENS shall not pay any third-party charges on behalf of ACC for traffic transited by CITIZENS on ACC's behalf without ACC's express written consent.

- Transiting Traffic Rate \$.005

IV. Intentionally Left Blank

V. Charges for Intrastate and Interstate InterMTA Traffic.

These charges are found in CITIZENS applicable Access Tariffs.

Appendix C

**Citizens Telephone Cooperative, Inc.
NPA-NXX Designation by Rate Center and ACC NPA-NXX within the Mandatory Local
Calling Scope of the Citizens Telephone Cooperative, Inc. NPA-NXX for Purposes of this
Agreement.**

<u>Locality</u>	<u>Citizens NPA/NXX</u>	<u>ACC NPA-Rate Center</u>
New Auburn	715-237	715-(674)
Canton	715-859	715-(674/205/296/761/790)
Long Lake	715-967	715-(674/827)

The NPA-NXXs listed above include all of the Citizens Telephone Cooperative, Inc. NPA-NXXs and end offices currently served by the Citizens Telephone Cooperative, Inc. Tandem office switch at New Auburn, Wisconsin as well as all of the ACC NPA-NXXs currently within the Mandatory Local Calling Scope of those Rate Centers. Each Party may add or delete NPA-NXXs assigned to the Rate Center identified above as those NPA-NXXs are activated or deactivated. Each Party will provide notice in writing to the other Party of any such additions or deletions.

Appendix D

Citizens Telephone Cooperative, Inc. NPA-NXX Designation by Rate Center and ACC NPA-NXX within the Mandatory Local Calling Scope of the Citizens Telephone Cooperative, Inc. LEC subsidiary NPA-NXX for Purposes of this Agreement

Locality

CITIZENS NPA/NXX

ACC NPA - Rate Center

I. None

The NPA-NXXs listed above include all of the Citizens Telephone Cooperative, Inc. LEC subsidiary NPA-NXXs and end offices currently served by the Citizens Telephone Cooperative, Inc. Tandem office switch at New Auburn, Wisconsin as well as all of the ACC NPA-NXXs currently within the Mandatory Local Calling Scope of those Rate Centers. Each Party may add or delete NPA-NXXs assigned to the Rate Center identified above as those NPA-NXXs are activated or deactivated. Each Party will provide notice in writing to the other Party of any such additions or deletions.

Appendix E

Third Party Networks with Arrangements with Citizens Telephone Cooperative, Inc. for Tandem Switch Service

Locality

NPA/NXX

I. None

The third party networks listed above includes all of the Telecommunications Carriers that currently subtend the CITIZENS New Auburn Tandem switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties.