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2000 DEC -5 P 3:04

December 4, 2000

RECEIVED

180

REQUEST TO APPROVE A VOLUNTARY INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. § 252(e)

Ms. Lynda Dorr
Secretary to the Commission
Public Service Commission
Post Office Box 7854
Madison, WI 53707-7854

Re: Application for the Approval of Agreement for Reciprocal Compensation for CMRS Local Calling Between Mid-Plains, Inc. and United States Cellular Corporation Dated November 28, 2000 Our File No. 1740.48924

Dear Ms. Dorr:

Mid-Plains, Inc., hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Agreement for Reciprocal Compensation for CMRS Local Calling between Mid-Plains, Inc. and United States Cellular Corporation ("Agreement").

I have been authorized by United States Cellular Corporation to submit for Commission approval, pursuant to 47 U.S.C. § 252(e), the enclosed Agreement.

I hereby certify that a copy of this filing has been served on United States Cellular Corporation, Peter Healy, Esq., Reinhart, Boerner, Van Deuren, Norris & Rieselbach, S.C., 22 East Mifflin Street, Suite 600, Post Office Box 2018, Madison, WI 53701-2018, by United States mail, postage prepaid, on December 4, 2000.

of Counsel
Frank J. Bucaida
Griffin G. Dorschel

in Memoriam
Ralph E. Axley
1902 - 1995

Floyd A. Brynelson
1914 - 1998

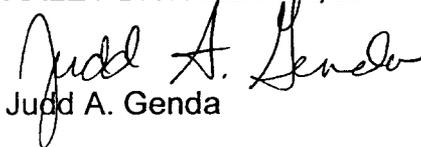
James C. Herrick
1918 - 2000

Peter Weisenberger
1946 - 1992

In addition, Mid-Plains requests that, upon Commission approval of the Agreement, the Commission dismiss Mid-Plains' Petition for Arbitration which was filed on October 19, 2000.

Very truly yours,

AXLEY BRYNELSON, LLP


Judd A. Genda

JAG/clk

Enclosure

cc: Peter Healy (w/enc)
Mitch Gillman (w/o enc)
Mike Kalkowski (w/o enc)
Jim Naumann (w/o enc)
Grant B. Spellmeyer (w/o enc)
Robert Busch (w/o enc.)
Angela Keelan (w/o enc.)
Daniel T. Hardy (w/o enc)

**AGREEMENT FOR RECIPROCAL COMPENSATION FOR
WISCONSIN PUBLIC SERVICE
CMRS LOCAL CALLING**

2000 DEC -5 P 3:04

THIS AGREEMENT, dated November 28, 2000 ("Effective Date") is by and between **MID-PLAINS, INC.** ("Mid-Plains"), with offices at 8501 Excelsior Drive, Madison, Wisconsin 53717 and **UNITED STATES CELLULAR CORPORATION**, with offices at 8410 West Bryn Mawr, Suite 700, Chicago, IL 60631-3486 ("USCC").

WHEREAS, Mid-Plains is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, USCC is a Commercial Mobile Radio Services provider operating within the State of Wisconsin;

WHEREAS, Mid-Plains and USCC intend to exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls;

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mid-Plains and USCC hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 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 the state of jurisdiction.

1.2 "Affiliates" is as defined in the Act.

1.3 **"As Defined in the Act"** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.4 **"Commercial Mobile Radio Service" or "CMRS"** is as defined in the Act and Part 20 of the rules of the FCC or any succeeding part.

1.5 **"Commission"** means the Public Service Commission of Wisconsin.

1.6 **"Enhanced Service Provider (ESP)/Internet Service Provider (ISP) Traffic"** means traffic bound to any Enhanced Service Provider or Internet Service Provider. ESP/ISP Traffic is separate and distinct from Local Telecommunications Traffic.

1.7 **"FCC"** means the Federal Communications Commission.

1.8 **"Interexchange Carrier" or "IXC"** means a carrier that provides, directly or indirectly, interstate, InterLATA or IntraLata Toll Traffic.

1.9 **"InterLATA Service"** is As Defined in the Act.

1.10 **"IntraLATA Toll Traffic"** means all intraLATA calls other than Local Telecommunications Traffic.

1.11 **"Internet Traffic"** means traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.12 **"Local Access and Transport Area" or "LATA"** is As Defined in the Act.

1.13 **"Local Exchange Carrier" or "LEC"** is As Defined in the Act.

1.14 **"Local Telecommunications Traffic"** means 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 § 24.202(a).

Local Telecommunications Traffic does not include ESP/ISP traffic, Internet Traffic, paging and 900/976 traffic, etc.).

1.15 **“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 dial sequence and identifies the general calling area within in the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.16 **“NXX”** means the three-digit code which 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 and 900 codes).

1.17 **“Party”** means either Mid-Plains or USCC, and **“Parties”** means Mid-Plains and USCC.

1.18 **“Reciprocal Compensation”** means an arrangement between two Telecommunications Carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each Telecommunications Carrier’s network facilities of Local Telecommunications Traffic that originates on the network facilities of the other Telecommunications Carrier.

1.19 **“Telecommunications”** is As Defined in the Act.

1.20 **“Telecommunications Act”** means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.21 **“Telecommunications Carrier”** is As Defined in the Act.

1.22 **“Termination”** means the switching of Local Telecommunications Traffic at the terminating Telecommunications Carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called Party’s premises.

1.23 **“Transport”** means the transmission of and any necessary tandem switching of Local Telecommunications Traffic subject to § 251(b)(5) of the Act from the interconnection point between the two Telecommunications Carriers to the terminating Telecommunications Carrier’s end office switch that directly serves the called Party, or equivalent facility provided by such a Telecommunications Carrier other than an incumbent LEC.

ARTICLE II INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be 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 Mid-Plains, USCC 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 between the terms of this Agreement and any applicable tariff of either Mid-Plains or USCC, the terms of this Agreement shall control.

**ARTICLE III
RECIPROCAL COMPENSATION**

3.1 Reciprocal Compensation. Subject to the limitations set forth in Section 3.2 below, Mid-Plains shall compensate USCC for the Transport and Termination of Local Telecommunications Traffic originated on Mid-Plains' network and USCC shall compensate Mid-Plains for the Transport and Termination of Local Telecommunications Traffic originated on USCC's wireless network. Compensation shall consist of the rate element set forth in Attachment A.

3.2 Traffic Not Subject to Reciprocal Compensation.

3.2.1 The Parties agree that Local Telecommunications Traffic which: (a) requires an end user customer to dial a one-plus number to complete the call; and (b) is transmitted between the Parties by means other than the direct trunk groups established pursuant to Sections 6.1 or 6.2, is not subject to Reciprocal Compensation under this Agreement.

3.2.2 Any traffic exchanged between Mid-Plains' and USCC's networks which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.

**ARTICLE IV
DIALING PARITY OBLIGATIONS**

Each Party agrees to comply with the dialing parity provisions set forth in § 251(b)(3) of the Act if and when those provisions are determined by the FCC to apply to the Parties.

**ARTICLE V
NUMBER PORTABILITY**

Each Party will compensate the other at the Mid-Plains' National Exchange Carrier Association ("NECA") filed tariff rate, for each call received from the sending Party that requires the receiving Party to perform a number portability dip in order to complete the call.

**ARTICLE VI
TRUNK GROUPS**

6.1 The Parties agree to establish a direct trunk group to exchange Local Telecommunications Traffic between Mid-Plains' and USCC's networks. Mid-Plains and USCC shall interconnect their networks at a mutually agreed upon meet point for exchange of Local Telecommunications Traffic. The Parties agree to lease from a third party the facilities necessary to establish a direct trunk group, with each Party being responsible to said third party for one-half of any charges associated with establishing and maintaining the direct trunk group. Mid-Plains and USCC agree that this trunking arrangement represents a compromise of both Parties and that compensation for the traffic transmitted over these trunks is as provided for in Attachment A.

6.2 If at any time the Local Telecommunications Traffic exchanged between Mid-Plains' and USCC's Networks exceeds the capacity of the direct truck group established between Mid-Plains' and USCC's Networks, the Parties agree to expand any existing trunk group to accommodate all of the Local Telecommunications Traffic exchanged between Mid-Plains' and USCC's Networks, on the same terms and conditions as set forth in Section 6.1.

6.3 Notwithstanding Sections 6.1 and 6.2, the Parties agree that Local Telecommunications Traffic which requires Mid-Plains end user customer to dial a one-plus number to complete the call will be exchanged between Mid-Plains' and USCC's networks through the IXC that the Mid-Plains' end user customer has selected to handle one-plus calls.

6.4 Mid-Plains shall generate and provide to USCC, on a monthly basis, a report identifying the minutes of use of Local Telecommunications Traffic originated on its network and terminated on USCC's Network.

6.5 Only those valid NPA/NXX codes listed in Attachment B, as well as those valid NPA/NXX codes which may be added or deleted from time to time by the Parties, may be accessed through the direct trunk groups established between Mid-Plains' and USCC's Networks. The Parties may add new NPA/NXX codes by providing written notice to the other party pursuant to § 14.9.

ARTICLE VII GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 **Compliance with Applicable Law.** Each Party shall comply with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") that relate to its obligation under this Agreement.

7.2 **Necessary Approvals.** Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities that may be required in connection with the performance of its obligations under this

Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

7.3 Traffic Management and Network Harm.

7.3.1 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 executed.

7.3.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls may be used only when mutually agreed to by the Parties.

7.3.3 The Parties shall cooperate and share pre-planning 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.

7.3.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications 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.

7.4 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least Five Million Dollars (\$5,000,000), on a per occurrence basis, and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance.

7.5 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

ARTICLE VIII TERM AND SCOPE

8.1 This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years. It shall automatically renew for additional one (1) year terms unless not later than sixty (60) days before the end of the initial two-year term or any succeeding one-year term either Party notifies the other Party of its desire to terminate the agreement at the end of the current term. If this Agreement is terminated, and either party gives notice prior to the effective date of such termination of its intent to negotiate a new agreement, services provided under this Agreement will continue at the same rates until a new agreement is executed, and if necessary, approved by the FCC or any State Commission having jurisdiction.

**ARTICLE IX
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

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

**ARTICLE X
BILLING**

10.1 **Billing.** Mid-Plains and USCC shall invoice each other on a monthly basis. Both Mid-Plains and USCC shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%), or the highest rate allowed by law, whichever is lower. If either Party disputes an amount, it must do so in writing to the other Party within forty-five (45) days from the date of the invoice. Disputed amounts which are not paid within thirty (30) days of the invoice date shall not be considered past due unless these amounts are not paid or refunded, as applicable, within thirty (30) days of resolution of the dispute.

10.2 **Netting.** Absent a written agreement to the contrary, there shall be no "netting" of the amounts due hereunder against any other amount owed by one Party to the other Party.

10.3 Audit Rights.

10.3.1 A Party ("Auditing Party") may conduct an audit, at the Auditing Party's expense, of the other Party's ("Audited Party") books, records, data and other documents once per six (6) month period, for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the books, records, data and other documents relating to Reciprocal Compensation, as provided herein.

10.3.2 Each Audit shall be conducted on the premises of the Audited Party during normal business hours. The Audited Party shall cooperate fully in any such audit. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period not less than six (6) months after creation thereof, unless a longer period is required by applicable law.

ARTICLE XI 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 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.

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, contractors or other persons acting in concert with it.

11.3 Consequential Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenues 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.

11.4 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XII REGULATORY APPROVAL

12.1 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 § 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree expeditiously 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.

12.2 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 well as court decisions as of the date of execution. 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, or any applicable FCC order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), or makes it impossible for a Party to comply with its obligation under this Agreement either Party may be providing written notice to the other Party require that the affected provisions be renegotiated in good faith. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis, including the right to seek a surcharge before the applicable regulatory authority.

ARTICLE XIII CONFIDENTIALITY

13.1 Proprietary Information. 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 thirty (30) 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 § 12.2.

13.2 Notice and Protective Relief. 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 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.

13.3 Expiration or Termination of This Agreement. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall, at the Disclosing Party's direction, either 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.

**ARTICLE XIV
MISCELLANEOUS**

14.1 Authorization.

14.1.1 Mid-Plains 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 the obligations hereunder.

14.1.2 USCC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

14.2 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, as applicable, 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.

14.3 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"). Notwithstanding the foregoing, however, a Party, whose performance is delayed or barred by any such Force Majeure Event, shall use all commercially reasonable efforts to minimize the extent of such delay or failure. The Party whose performance is delayed by the occurrence of a Force Majeure Act or Event, shall promptly notify the other Party in writing specifying both the cause of the delay and the expected duration of the Force Majeure Act or Event.

14.4 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict-of-law provisions.

14.5 Taxes. Unless a Party provides the other Party with evidence of tax exemption, 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.

14.6 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.

14.7 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.

14.8 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 other Party's prior written consent.

14.9 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 United States mail, postage prepaid, return

receipt requested, or (d) delivered by confirmed facsimile or equivalent to the following addresses of the Parties:

TO UNITED STATES CELLULAR CORPORATION

Attention: Jim Naumann
Suite 700
8410 West Bryn Mawr
Chicago, IL 60631-3486
Fax No. (773) 399-4123

With a copy to (which shall not constitute notice):

TO MID-PLAINS:

Mid-Plains, Inc.
Attn: Angela C. Keelan
8501 Excelsior Blvd.
Madison, WI 53744-6520
Fax No. (608) 826-4300

and

Judd A. Genda, Esq.
Axley Brynelson, LLP
2 East Mifflin St., Suite 200
Madison, WI 53703
Fax No. (608) 257-5444

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery, (c) three (3) days after mailing in the case of first class or certified United States mail, or (d) on the date set forth on the confirmation in the case of facsimile or equivalent.

14.10 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.

14.11 No License. No license under patents, copyrights or any other Intellectual Property right is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

14.12 Scope of Agreement. This Agreement is intended to describe and enable the specific arrangements between the Parties as set forth herein. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

14.13 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 obligations 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.

14.14 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.

14.15 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

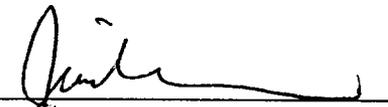
14.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

14.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior

understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

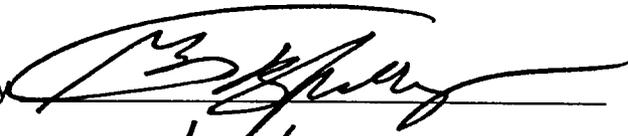
**UNITED STATES CELLULAR
CORPORATION**

MID-PLAINS, INC.

By 

Date 10-25-00

Title DIR - NETWORK ENGR

By 

Date 11/28/00

Title V.P. + General Counsel

ATTACHMENT A

Reciprocal Rates and Charges for
Transportation and Termination of Traffic

LOCAL TRANSPORT AND TERMINATION RATES (Per Minute of Use)

End Office Call Termination \$0.007691

This rate is reciprocal and symmetrical for Local Traffic exchanged between Mid-Plains and U S Cellular and applies for all Local Traffic MOUs exchanged between the Parties' networks.

ATTACHMENT B

NPA/NXXs

Mid-Plains, Inc.'s NPA/NXXs

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
West Towne	608-821	MDTNWIXBDS1
Middleton	608-824	MDTNWIXADS2
West Towne	608-826	MDTNWIXBDS1
West Towne	608-827	MDTNWIXBDS1
West Towne	608-828	MDTNWIXBDS1
West Towne	608-829	MDTNWIXBDS1
Middleton	608-831	MDTNWIXADS2
West Towne	608-833	MDTNWIXBDS1
Middleton	608-836	MDTNWIXADS2
Cross Plains	608-798	MDTNWIXBDS1

United States Cellular Corporations NPA/NXXs

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
Madison	608-206	MDSNWIPUCM4
Madison	608-212	MDSNWIPUCM4
Madison	608-219	MDSNWIPUCM4
Madison	608-220	MDSNWIPUCM4
Madison	608-225	MDSNWIPUCM4
Madison	608-228	MDSNWIPUCM4
Madison	608-235	MDSNWIPUCM4
Madison	608-247	MDSNWIPUCM4
Madison	608-279	MDSNWIPUCM4
Madison	608-444	MDSNWIPUCM4
Madison	608-513	MDSNWIPUCM4
Madison	608-516	MDSNWIPUCM4
Madison	608-575	MDSNWIPUCM4
Madison	608-576	MDSNWIPUCM4