INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Between

MID-PLAINS, INC.

and

TDS METROCOM, INC.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is dated as of July 1, 2002 by and between Mid-Plains, Inc., a Wisconsin corporation, ("MID-PLAINS") and, TDS Metrocom, Inc., ("CLEC"), a Delaware corporation, with its principal place of business at 525 Junction Road, Suite 6000, Madison, Wisconsin 53717.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users; and

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users in the state of Wisconsin; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where MID-PLAINS is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the Wisconsin Public Service Commission;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and MID-PLAINS hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

1.1 This Agreement sets forth the terms, conditions and prices under which MID-PLAINS agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to MID-PLAINS' network and compensation for the transport and termination of telecommunications.

1.2 The Network Elements or Resale Services provided pursuant to this Agreement may be connected to other Network Elements or Resale Services provided by MID-PLAINS or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete relocate or modify the Resale Services, Network Elements purchased hereunder.

1.3 MID-PLAINS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

1.4 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.

1.5 Unless otherwise provided in the Agreement, MID-PLAINS will perform all of its obligations concerning its offering of Resale Services and Unbundled Network Elements under this Agreement throughout the entire service area where MID-PLAINS is deemed to be the Incumbent Local Exchange Carrier under the Act.

2. DEFINITIONS

2.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.2 GENERAL DEFINITIONS

2.2.1 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.2.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2.3 **"Advanced Services"** means intrastate or Interstate wireline Telecommunications Services, such as ADSL, xDSL_that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

2.2.3.1 Data services that are not primarily based on packetized technology, such as ISDN,

2.2.3.2 x.25-based and x.75-based packet technologies, or

2.2.3.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

2.2.4 **"Affiliate"** is As Defined in the Act.

2.2.5 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

2.2.6 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.2.7 **"As Defined in the Act"** means as specifically defined by the Act.

2.2.8 **"As Described in the Act"** means as described in or required by the Act.

2.2.9 **"Automatic Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

2.2.10 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.

2.2.11 **"Business Day"** means Monday through Friday, excluding holidays on which MID-PLAINS does not provision new retail services and products.

2.2.12 **"Calling Party Number" (CPN)** means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

2.2.13 **"Central office switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:

2.2.13.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

2.2.13.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

2.2.14 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation.

2.2.15 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

2.2.16 **"Commission"** means the Public Service Commission of Wisconsin (PSC-WI)

2.2.17 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

2.2.18 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

2.2.19 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive,

exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

2.2.20 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

2.2.21 **"Customer"** or **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.2.22 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

2.2.23 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by MID-PLAINS and forwarded to CLEC.

2.2.24 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.2.24.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.2.24.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.2.24.3 any Force Majeure Event.

2.2.25 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

2.2.26 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

2.2.26.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.2.26.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.2.26.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.2.27 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

2.2.28 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

2.2.29 **"Exchange Access"** is As Defined in the Act.

2.2.30 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.2.31 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

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

2.2.33 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

2.2.34 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

2.2.35 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

2.2.36 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

2.2.37 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

2.2.38 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

2.2.39 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

2.2.40 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

2.2.41 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

2.2.42 **"Interconnection"** is As Defined in the Act.

2.2.43 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

2.2.44 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.2.45 **"InterLATA"** is As Defined in the Act.

2.2.46 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

2.2.47 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.2.48 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

2.2.49 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

2.2.50 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

2.2.51 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

2.2.52 **"Local Access Transport Area" (LATA)** is As Defined in the Act.

2.2.53 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different MID-PLAINS Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.

2.2.54 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.

2.2.55 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

2.2.56 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the MID-PLAINS Serving Wire Center.

2.2.57 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

2.2.58 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

2.2.59 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

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

2.2.61 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

2.2.62 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

2.2.63 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

2.2.64 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

2.2.65 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

2.2.66 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

2.2.67 **"Network Element"** is As Defined in the Act.

2.2.68 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

2.2.69 **"Number Portability"** is As Defined in the Act.

2.2.70 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

2.2.71 **"NXX" or "Central Office Code"**is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

2.2.72 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

2.2.73 **"Party"** means either CLEC or MID-PLAINS that is a Party to this Agreement. **"Parties"** means both CLEC and MID-PLAINS.

2.2.74 **"Permanent Number Portability" (PNP)** is a long-term method of providing LNP using LRN.

2.2.75 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

2.2.76 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.

2.2.77 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

2.2.78 **"Rate Center"** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

2.2.79 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

2.2.80 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

2.2.81 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

2.2.82 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

2.2.83 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

2.2.84 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B,

Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

2.2.85 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

2.2.86 **"Telecommunications"** is As Defined in the Act.

2.2.87 **"Telecommunications Carrier"** is As Defined in the Act.

2.2.88 **"Telecommunications Service"** is As Defined in the Act.

2.2.89 **"Telephone Exchange Service"** is As Defined in the Act.

2.2.90 **"Telephone Toll Service"** is As Defined in the Act.

2.2.91 **"Trunk"** means a communication line between two switching systems.

2.2.92 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2.3 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3. EFFECTIVE DATE

3.1 This Agreement becomes effective ("Effective Date") (1) when executed by each Party and ten (10) calendar days after the approved by the Commission under

Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4. INTERVENING LAW

4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5. TERM OF AGREEMENT

5.1 This Agreement will become effective as of the Effective Date stated above, and unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 30, 2005 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

5.2 Notwithstanding any other provision of this Agreement, either Party (the "Terminating Party") may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that

same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this Section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.

5.3 Upon the expiration of the Initial Term or any time thereafter, either Party may terminate this Agreement by providing written notice to the other Party of its intention to terminate, such written notice to be received at least ninety (90) days in advance of the date of termination. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.3 other than its obligations under Sections 5.4 and 5.5.

5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2 or 5.3:

5.4.1 Each Party shall continue to comply with its obligations set forth in Section 48; and

5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.

5.4.3 Each Party's confidentiality obligations shall survive; and

5.4.4 Each Party 's indemnification obligations shall survive.

5.5 In the event of termination of this Agreement pursuant to Section 5.3, MID-PLAINS and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

5.6 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party at least ninety (90) days prior to the end of the Initial Term. Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

5.7 If either Party requests renegotiation of this Agreement pursuant to Section 5.6 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

6. ASSIGNMENT

6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that MID-PLAINS may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of TDS Telecommunications Corporation, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

6.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

7.1 Each Party may, without the consent of the other Party, fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one Party ("the

Disclosing Party") or its agent, employee, representative or Affiliate to the other in connection with this Agreement, during negotiations and the term of this Agreement:

8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" however, regardless of whether so marked, any non-public information which, because of legends or other markings, the circumstances of disclosure or the information itself, is otherwise reasonably understood by the Receiving Party to be proprietary and confidential to the Disclosing Party, shall be deemed to be Proprietary Information; or

8.1.2 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

8.1.3 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

8.2 Proprietary Information Shall be Held in Confidence

8.2.1 Each Receiving Party agrees that:

8.2.1.1 all Proprietary Information communicated to it or any of its agents, attorneys, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, attorneys, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

8.2.1.2 it will not, and it will not permit any of its agents, attorneys, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

8.2.1.3 it will disclose Proprietary Information only to those of its agents, attorneys, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

8.2.1.4 it will, and will cause each of its agents, attorneys, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, attorneys, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement.

8.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

8.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

8.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to

such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

8.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.4.2 If a 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 in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's

compliance with this Section 8.4 with respect to all or part of such requirement.

8.4.3 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 seek pursuant to this Section 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, MID-PLAINS shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to MID-PLAINS' activities under the Act if MID-PLAINS has provided reasonable prior written notice to CLEC and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this Section 8 shall obligate either Party to disclose to the other Party any particular information.

8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liabilities

9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or

omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount MID-PLAINS or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

9.1.2 Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.2 NO CONSEQUENTIAL DAMAGES

9.2.1 NEITHER CLEC NOR MID-PLAINS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT MID-PLAINS' OR CLECS LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY MID-PLAINS OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR

EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

9.3 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

10. REMEDIES

10.1 Except as otherwise provided in this Agreement, no remedy set forth herein 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.

11. INTELLECTUAL PROPERTY

11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

12.1 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) 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 (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing

within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.2 A Party (the **"Indemnifying Party"**) shall defend, indemnify and hold harmless the other Party **("Indemnified Party")** against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

12.2.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.2.2 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

12.2.3 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

12.2.3.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement without authorization of the Indemnifying Party; and

12.2.3.2 no infringement would have occurred without such modification.

12.2.4 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

12.3 MID-PLAINS agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as MID-PLAINS.

12.3.1 MID-PLAINS shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by MID-PLAINS.

12.3.2 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, MID-PLAINS shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to MID-PLAINS under the vendor contract and the terms of the contract (excluding cost terms). MID-PLAINS shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

12.3.3 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 12.3, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including MID-PLAINS.

12.3.4 MID-PLAINS hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in MID-PLAINS' network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the

Intellectual Property rights MID-PLAINS agrees in Section 12.3 to use its best efforts to obtain.

12.3.5 MID-PLAINS does not and shall not indemnify defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with MID-PLAINS' network and unbundling and/or combining MID-PLAINS' Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights MID-PLAINS agrees in Section 12.3 to use its best efforts to obtain.

12.4 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, CLEC shall reimburse MID-PLAINS for damages to MID-PLAINS' facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of MID-PLAINS' facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by CLEC, its agents or subcontractors or CLEC's End User. Upon reimbursement for damages, MID-PLAINS will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by MID-PLAINS for the damages to the extent of such payment.

12.5 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, MID-PLAINS shall reimburse CLEC for damages to CLEC's facilities utilized to provide or access Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of MID-PLAINS, its agents or subcontractors or End User or resulting from MID-PLAINS' improper use of CLEC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by MID-PLAINS, its agents or subcontractors or MID-PLAINS' End User. Upon reimbursement for damages, CLEC will cooperate with MID-PLAINS in prosecuting a claim against the person causing such damage. MID-PLAINS shall be subrogated to the right of recovery by CLEC for the damages to the extent of such payment.

12.6 Obligation to Defend; Notice; Cooperation

12.6.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

12.6.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

12.6.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall 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.

12.7 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the 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 refusing Party against any cost or liability in excess of such refused compromise or settlement.

12.8 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party unless it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

12.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

14.1 The deposit requirements set forth in this Section 14 apply to all services furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements under this Agreement shall make two (2) separate deposits, each calculated separately as set forth below in Sections 14.2 through 14.9, inclusive.

14.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to MID-PLAINS prior to the furnishing of services covered by this Agreement.

14.2.1 Subject to external credit check verification and/or financial statement review, MID-PLAINS may require two (2) to four (4) months of projected average monthly billings as a deposit.

14.2.2 If CLEC has established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS, MID-PLAINS shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 14.1 through Section 14.9 of this Agreement shall continue to apply for the Term of the Agreement. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS, CLEC's payment record with MID-PLAINS for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

14.3 Any cash deposit shall be held by MID-PLAINS as a guarantee of payment of charges billed to CLEC, provided, however, MID-PLAINS may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

14.3.1 when MID-PLAINS sends CLEC the second delinquency notification during the most recent twelve (12) months; or

14.3.2 when MID-PLAINS suspends CLEC's ability to process orders in accordance with Section 17.6; or

14.3.3 when CLEC files for protection under the bankruptcy laws; or

14.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

14.3.5 when this Agreement expires or terminates; or

14.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, MID-PLAINS shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months.

14.3.7 For the purposes of this Section 14.3, interest will be calculated as specified in Section 15.1.3.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

14.4 So long as CLEC maintains timely compliance with its payment obligations, MID-PLAINS will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, MID-PLAINS reserves the right to require additional deposit(s) in accordance with Section 14.1 and Section 14.5 through Section 14.9.

14.5 If during the first six (6) months of operations covered by this Agreement, CLEC has been sent one delinquency notification letter by MID-PLAINS, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.5.1 for a two (2) to four (4) month period exceeds the deposit amount held.

14.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by MID-PLAINS, the deposit amount shall be re-evaluated

based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.6.1 for a two (2) to four (4) month period exceeds the deposit amount held.

14.7 Whenever a deposit is re-evaluated as specified in Section 14.5 or Section 14.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

14.8 Whenever a deposit is re-evaluated as specified in Section 14.5 and Section 14.6, CLEC shall remit the additional deposit amount to MID-PLAINS within thirty (30) calendar days of receipt of written notification from MID-PLAINS requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, MID-PLAINS shall begin the process set forth in Section 17 of this Agreement.

14.9 The fact that MID-PLAINS holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

15. BILLING AND PAYMENT OF RATES AND CHARGES

15.1 Unless otherwise stated, each Party will render itemized monthly bill(s) to the other for functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

15.1.1 Payment in full of all charges billed by MID-PLAINS is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

15.1.2 Payment in full of all charges billed by CLEC is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

15.1.3 If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Sections 15.1.3.1 as applicable.

15.1.3.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.

15.2 If any portion of an amount due to a Party (the **"Billing Party"**) for services under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 16.3.1.4. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

15.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 16.

15.4 If the Non-Paying Party disputes any charges for services and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

15.4.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute; and

15.4.2 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party for that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges such Billing Party is entitled to receive pursuant to this Section.

15.5 Failure by the Non-Paying Party to pay any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the Billing Party within the time specified in the order or if no time is specified, then within the time set forth in Section 15.4.2 shall be grounds for termination of this Agreement.

15.6 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such

copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

16.1.2 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Commencing Dispute Resolution

16.2.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods each of which is described below:

16.2.1.1 Service Center;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution.

16.3 Service Center Dispute Resolution

16.3.1 The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

16.3.1.1 If the written notice given pursuant to Section 15.2 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the

dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, CLEC shall furnish MID-PLAINS written notice of (i) the date of the bill in question, (ii) BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.

16.3.1.2 The Parties shall attempt to resolve Disputed Amounts appearing on MID-PLAINS' current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 16.3.1.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, MID-PLAINS will notify CLEC of the status of the dispute and the expected resolution date.

16.3.1.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 16.3.1.1), upon request, MID-PLAINS will notify CLEC of the status of the dispute and the expected resolution date.

16.3.1.4 Any notice of Disputed Amounts given by MID-PLAINS to CLEC pursuant to Section 16.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that MID-PLAINS disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided MID-PLAINS, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify MID-

PLAINS of the status of the dispute and the expected resolution date.

16.3.1.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 16.3, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 16.4 of this Agreement.

16.4 Informal Resolution of Disputes

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.2 or Section 16.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 Formal Resolution of Disputes

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 Arbitration

16.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Madison, Wisconsin, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. TERMINATION OF SERVICE TO CLEC

17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, and 17.4 shall apply to all charges billed for all functions, facilities, products and services furnished under this Agreement. Section 17.5 shall apply only to Resale Services and Network Elements furnished under this Agreement.

17.2 Failure of CLEC to pay charges due as set forth in Section 15 shall be grounds for disconnection of functions, facilities, products and services furnished under this Agreement.

17.3 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.

17.4 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (30 calendar days from the due date of such unpaid charges), MID-PLAINS will notify CLEC and the appropriate commission(s) in writing, that unless all charges are paid within thirty (30) calendar days, CLEC's service may be disconnected.

17.5 MID-PLAINS may discontinue service to CLEC upon failure to pay undisputed charges only as provided in this section, and will have no liability to CLEC in the event of such disconnection.

17.6 After disconnect procedures have begun, MID-PLAINS will not accept service orders from CLEC until all unpaid, undisputed charges are paid. MID-PLAINS shall require a deposit equal to one month's charges (based on the highest previous month of service from MID-PLAINS) prior to resuming service to CLEC after disconnect for nonpayment.

17.7 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 16.

17.8 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

17.8.1 assess a late payment charge and where appropriate, a dishonored check charge;

17.8.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

17.8.3 refuse to accept new, or complete pending, orders; and/or

17.8.4 discontinue service.

17.8.5 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

17.8.5.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

17.8.5.2 Sections 17.10.3 and 17.10.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark

17.8.5.3 Once disconnection has occurred, additional charges may apply.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CLEC:

Manager - Carrier Relations
TDS METROCOM
525 Junction Road, Suite 6000
Madison, WI 53717

18.3 If to MID-PLAINS:

TDS TELECOM
ATTN: Carrier Relations
9737 Cogdill Road, Suite 230
Knoxville, TN 37932
Facsimile Number: 865-966-4720

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a

purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

19.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 19.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 19.6.

19.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

19.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of 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 for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities,

products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

19.7 With respect to any Tax or Tax controversy covered by this Section 19, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

19.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party. This does not prohibit the use of valid comparison advertising.

21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.

22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each Party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

22.3 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 shall be used only when mutually agreed to by the Parties.

22.4 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, including any disruption or loss of service to the other Party's End Users.

22.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS the parties agree to the following:

22.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

22.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

22.5.3 If the parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

23.1 MID-PLAINS and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other

Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the other Party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. CHANGES IN SUBSCRIBER CARRIER SELECTION

24.1 Each Party shall abide with all applicable federal and state laws and regulations prior to executing changes to an End User's selection of Local Exchange Carrier. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

25.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 16.

26. GENERAL RESPONSIBILITIES OF THE PARTIES

26.1 MID-PLAINS and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

26.2 Each Party is individually responsible to provide facilities within its network that 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 the standard format and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

26.4 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

26.5 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

26.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

26.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $1,000,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

26.6.2 Commercial General Liability insurance with minimum limits of: $5,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $5,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,000,000 aggregate, $1,000,000 per occurrence are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Each Party agrees to waive its respective rights of subrogation in favor of the other Party on the Commercial General Liability policy.

26.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

26.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 26.6 through 26.6.3 of this Agreement provided that a Party

may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.

26.6.5 The Parties agree that companies affording the insurance coverage required under Section 26.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

26.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

26.6.7 This Section 26.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

26.7 Upon CLEC signature of this Agreement, CLEC shall provide MID-PLAINS with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

26.8 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a **"CLEC Change"**), CLEC shall submit written notice to MID-PLAINS within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate MID-PLAINS for the costs to be incurred by MID-PLAINS to make the CLEC Change to the applicable MID-PLAINS databases, systems, records and/or recording announcement(s). In addition, CLEC shall compensate MID-PLAINS for any service order charges and/or service request charges associated with such CLEC Change. MID-PLAINS' agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

26.9 When a End User changes its service provider from MID-PLAINS to CLEC or from CLEC to MID-PLAINS and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral

announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

26.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

26.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27. AUTHORITY

27.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

27.2 MID-PLAINS for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. MID-PLAINS for which this Agreement is executed represents and warrants that TDS Telecommunications Corporation has full power and authority to execute and deliver this Agreement as agent for MID-PLAINS. MID-PLAINS for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

27.3 CLEC represents and warrants that it 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. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

28. BINDING EFFECT

28.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

29. CONSENT

29.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

30. EXPENSES

30.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

30.2 MID-PLAINS and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement.

31. HEADINGS

31.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

32. RELATIONSHIP OF PARTIES/INDEPENDENT CONTRACTOR

32.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

32.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

33. MULTIPLE COUNTERPARTS

33.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

34. THIRD PARTY BENEFICIARIES

34.1 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. This Agreement shall not provide and will not be construed to provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

35. REGULATORY APPROVAL

35.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

35.2 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully

support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

36. REGULATORY AUTHORITY

36.1 MID-PLAINS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with MID-PLAINS in obtaining and maintaining any required approvals for which MID-PLAINS is responsible, and MID-PLAINS will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

36.2 No Tariff filing will supercede any provision of this Agreement. This Section is not intended to apply to any MID-PLAINS tariffs or filings which do not affect CLEC's rights or MID-PLAINS' obligations to CLEC under this Agreement. This Section does not impair MID-PLAINS' right to file tariffs nor does it impair MID-PLAINS' right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that MID-PLAINS provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Appendix: Resale, nor does it impair CLEC' right to contest such tariffs before the appropriate Commission.

37. COMPLIANCE AND CERTIFICATION

37.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

37.2 Each Party warrants that it has obtained all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

37.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

37.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

38. AUDITS

38.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

38.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

38.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth

day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Audits shall be performed at Auditing Party's expense.

38.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

38.1.4 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 of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

38.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.3.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

38.1.6 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

39. COMPLETE TERMS

39.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda 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.

40. COOPERATION ON PREVENTING END USER FRAUD

40.1 Neither Party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

40.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

41. NOTICE OF NETWORK CHANGES

41.1 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 agrees to provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks, in compliance with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

42. GOOD FAITH PERFORMANCE

42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval

or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43. GOVERNMENTAL COMPLIANCE

43.1 CLEC and MID-PLAINS each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and MID-PLAINS each agree to indemnify, defend, (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, MID-PLAINS, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for MID-PLAINS to provide the Network Elements and Resale services pursuant to this Agreement.

44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

44.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

44.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

44.1.2 listed by any governmental agency as a hazardous substance.

44.2 CLEC will in no event be liable to MID-PLAINS for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. MID-PLAINS will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that MID-PLAINS, its contractors or agents introduce to

the work locations or (ii) the presence or Release of any Environmental Hazard for which MID-PLAINS is responsible under Applicable Law.

44.3 MID-PLAINS will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that MID-PLAINS did not introduce to the affected work location. CLEC will indemnify, defend (at MID-PLAINS' request) and hold harmless MID-PLAINS, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

45. SUBCONTRACTING

45.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

46. REFERENCED DOCUMENTS

46.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or

successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

46.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

46.3 Tariff References

46.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

46.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

46.4 Conflict in Provisions

46.4.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

46.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

46.5 Joint Work Product

46.5.1 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.

47. SEVERABILITY

47.1 Subject to the provisions set forth in Section 4 of the General Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

47.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service.

48. SURVIVAL OF OBLIGATIONS

48.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

49. GOVERNING LAW

49.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State of Wisconsin, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network

Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Madison, Wisconsin, and waive any and all objection to any such venue.

50. PERFORMANCE CRITERIA

50.1 Specific provisions governing failure to meet Performance Criteria are contained in APPENDIX PERFORMANCE MEASUREMENTS.

51. APPENDICES INCORPORATED BY REFERENCE

51.1 **ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**
MID-PLAINS - shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

51.2 **COLLOCATION -- SECTION 251(c)(6)**
Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

51.3 **DIALING PARITY AND PERMANENT NUMBER PORTABILITY**
The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

51.4 **RESALE**
MID-PLAINS shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

51.5 **UNBUNDLED NETWORK ELEMENTS**
Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, MID-PLAINS will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. Specific Provisions concerning Unbundled Network Elements are addressed in Appendix Unbundled Network Elements, and other applicable Appendices.

51.6 **OSS**
In connection with its Resale of services and furnishing Unbundled Network

Elements to CLEC, MID-PLAINS agrees to provide to CLEC OSS pursuant to the terms specified in Appendix OSS.

51.7 **INTERCONNECTION TRUNKING REQUIREMENTS**
MID-PLAINS shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

51.8 **TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5).**
The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

51.9 **COMPENSATION FOR DELIVERY OF TRAFFIC**
The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

52. CUSTOMER INQUIRIES

52.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

52.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 52.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

53. DISCLAIMER OF WARRANTIES

53.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER 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. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

54. OTHER REQUIREMENTS AND APPENDICES

54.1 This Agreement incorporates a number of listed Appendices which, together with their associated Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

TDS METROCOM, INC.

8/14/02

Signature Date

Nicholas Jackson
Printed Name

V.P. Customer Care/Business Operations
Position/Title

MID-PLAINS, INC.
by TDS Telecommunications Corporation, agent

8/14/02

Signature Date

Louis D. Reilly, III
Printed Name

Director- Carrier Relations
Position/Title

Signature Page to the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated the 1st day of July, 2002.

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Effective: July 1, 2002

Attached to and made a part of the Interconnection Agreement dated as of July 1, 2002 between Mid-Plains, Inc. and TDS Metrocom, Inc.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Appendices:

Appendix	**Effective**
Collocation	July 1, 2002
DSL- Digital Subscriber Line	July 1, 2002
ITR- Interconnection Trunking Requirements	July 1, 2002
NIM- Network Interconnection Methods	July 1, 2002
Number Portability	July 1, 2002
Numbering	July 1, 2002
OSS- Operations Support Systems	July 1, 2002
Performance Standards	July 1, 2002
Pricing	July 1, 2002
Reciprocal Compensation	July 1, 2002
Resale	July 1, 2002
ROW- Rights of Way	July 1, 2002
UNE- Unbundled Network Elements	July 1, 2002
WP- White Pages	July 1, 2002

Executed this _____ day of _____, 2002.

TDS METROCOM, INC.

Signature

Nicholas Jackson
Printed Name

VP- Customer Care/Business Operations
Position/Title

MID-PLAINS, INC., by
TDS Telecommunications Corporation,
agent

Signature

Louis D. Reilly, III
Printed Name

Director- Carrier Relations
Position/Title

APPENDIX DSL

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.

1.2 This Appendix sets forth terms and conditions for providing DSL by MID-PLAINS and Competitive Local Exchange Carrier (CLEC).

1.3 The prices at which MID-PLAINS agrees to provide CLEC with DSL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

1.4 MID-PLAINS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.3 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.4 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 3.3 of this Appendix.

2.5 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.6 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.7 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.

2.8 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between MID-PLAINS' and CLEC's designated test representatives for the purpose of verifying Continuity as more specifically described in Section 7.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 MID-PLAINS will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. MID-PLAINS will not impose limitations on the transmission speeds of xDSL services; provided, however, MID-PLAINS does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 MID-PLAINS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless MID-PLAINS has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.3 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to MID-PLAINS the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.

3.4.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.

3.4.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.

3.4.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC or MID-PLAINS agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on MID-PLAINS facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.5.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS, the Parties agree to the following:

3.5.2.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

3.5.2.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

3.5.2.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described below, CLEC will, at the time of ordering, notify MID-PLAINS as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.2 This Agreement neither imposes on MID-PLAINS an obligation to provision xDSL capable loops in any instance where physical facilities do not exist nor relieves MID-PLAINS of any obligation that MID-PLAINS may have outside this Agreement to provision such loops in such instance. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay MID-PLAINS for conditioning performed at CLEC's request pursuant to Sections 6.1 and 6.2 below.

4.3 MID-PLAINS will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC,

any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.3.1 Upon request by CLEC, MID-PLAINS will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third Party laboratory of CLEC's choice for such evaluation.

4.3.2 If it is demonstrated that the non-standard xDSL based technology will not significantly degrade the other advanced services or traditional voice based services, MID-PLAINS will provide a loop to support the new technology for CLEC as follows:

4.3.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then MID-PLAINS will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.3.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.3.2.3 If CLEC, MID-PLAINS or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the Party making the claim must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that CLEC, MID-PLAINS or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and

migrate its customers to technologies that will not significantly degrade the performance of such services.

4.4 Each Party must abide by Commission or FCC-approved spectrum management standards. MID-PLAINS will not impose its own standards for provisioning xDSL services.

5. LOOP MAKEUP INFORMATION AND ORDERING

5.1 General: MID-PLAINS will provide CLEC with nondiscriminatory access to its loop makeup information. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that MID-PLAINS is providing any other CLEC and/or MID-PLAINS' retail operations or its advanced services affiliate.

5.2 Loop Qualification: Loop qualification requires the manual look-up of data that is not contained in an electronic database. Loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a loop qualification charge for each loop qualification requested at the rates set forth in Appendix Pricing.

5.3 Loop qualification is subject to the following:

5.3.1 MID-PLAINS will provide loop makeup through a manual process for loop qualification. The loop qualification interval will be 3-5 business days or the interval provided to MID-PLAINS' affiliate, whichever is less.

5.3.2 If load coils, repeaters or excessive bridged tap are present on a loop, CLEC may request that MID-PLAINS perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6. PROVISIONING

6.1 Provisioning: MID-PLAINS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by MID-PLAINS beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, MID-PLAINS maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's

request, MID-PLAINS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

6.2 CLEC shall designate, at the CLEC's sole option, what loop conditioning MID-PLAINS is to perform in provisioning the xDSL loop(s), on the loop order. Conditioning may be ordered on loop(s) of any length at the Loop Conditioning rates set forth in the Appendix Pricing. The loop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

6.3 The provisioning intervals are applicable to every xDSL loop regardless of the loop length.

6.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-10 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to MID-PLAINS' tariffed xDSL-based services, or its affiliate's, whichever is less.

6.3.2 The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-10 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to MID-PLAINS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

6.3.3 Orders for more than 10 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

6.3.4 Orders for more than 10 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

6.3.5 Subsequent to the initial order for a xDSL capable loop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.3.6 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at time and material rates as set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. TESTING

7.1 MID-PLAINS and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

7.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. All loops shall be tested to verify the absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.

7.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery of a loop to/for the CLEC, MID-PLAINS will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

7.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, MID-PLAINS will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, MID-PLAINS will not perform a short or open circuit due to technical limitations.

7.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide MID-PLAINS with a confirmation number and MID-PLAINS will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

7.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, MID-PLAINS will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, MID-PLAINS will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, MID-PLAINS will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide MID-PLAINS with a confirmation number and MID-PLAINS will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, MID-PLAINS will still close the order. MID-PLAINS will not complete an order that fails Acceptance Testing.

7.3.4 Until such time as the CLEC and MID-PLAINS agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, MID-PLAINS agrees that should the CLEC open a trouble ticket and a MID-PLAINS network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be a MID-PLAINS fault), MID-PLAINS, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

7.3.5 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from MID-PLAINS' error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request MID-PLAINS to re-perform the Acceptance Test at the MID-PLAINS conclusion of the repair phase again at no charge.

7.3.6 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

7.4 Acceptance Testing Billing

7.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval.

7.4.2 The charges for Acceptance Testing shall be as set forth in Appendix Pricing.

7.4.3 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8. MAINTENANCE/SERVICE ASSURANCE

8.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

8.2 In the event the trouble is identified and corrected in the CLEC equipment, MID-PLAINS will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 7.4 above) upon closing the trouble ticket.

8.3 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, MID-PLAINS' maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, MID-PLAINS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by MID-PLAINS.

8.4 MID-PLAINS will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee

basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by MID-PLAINS beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9. SPECTRUM MANAGEMENT

9.1 CLEC will advise MID-PLAINS of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify MID-PLAINS as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify MID-PLAINS. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 MID-PLAINS agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. MID-PLAINS may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. MID-PLAINS shall not deny CLEC a loop based upon spectrum management issues, subject to 9.3 below. In all cases, MID-PLAINS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by MID-PLAINS, as well as competitively neutral as between different xDSL services. Where disputes arise, MID-PLAINS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, MID-PLAINS will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.

9.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, MID-PLAINS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then MID-PLAINS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
Interconnection Trunking Requirements

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth terms and conditions for Interconnection provided by MID-PLAINS and CLEC.

1.3 This Appendix provides descriptions of the trunking requirements between CLEC and MID-PLAINS. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local and mass calling.

1.4 Local trunk groups may only be used to transport traffic between the Parties End Users.

2. DEFINITIONS

2.1 "Network Interconnection Methods" (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. mass calling) can be established between a CLEC Tandem or End Office switch and a MID-PLAINS End Office. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to MID-PLAINS (CLEC originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and a MID-PLAINS End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. MID-PLAINS will use the ASR process as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data.

4. DIRECT END OFFICE TRUNKING

4.1 Direct End Office trunks terminate traffic from a CLEC switch to a MID-PLAINS End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

4.2 All traffic received by MID-PLAINS on the direct End Office trunk group from CLEC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from MID-PLAINS must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the MID-PLAINS End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.3 Trunk Configuration

4.3.1 Trunk Configuration –

4.3.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured

utilizing the B8ZS ESF protocol for 64 Kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange local traffic between CLEC and MID-PLAINS.

5.2 Local Interconnection Trunk Group(s) in Each Exchange

5.2.1 Direct End Office Trunking

5.2.1.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.1 and 4.2.

5.3 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4 MID-PLAINS will not block switched access customer traffic delivered to any MID-PLAINS Office for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any MID-PLAINS End Office. MID-PLAINS shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. MID-PLAINS also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with MID-PLAINS' End Office(s).

5.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, MID-PLAINS will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit

network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

5.6.1 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify MID-PLAINS of the need to establish a one-way outgoing SS7 or MF trunk group for HVCI/Mass Calling. Establishment of HVCI/Mass Calling trunks shall be on an individual case basis (ICB).

6. FORECASTING RESPONSIBILITIES

6.1 If it has not already done so under a prior interconnection agreement, CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. MID-PLAINS shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC shall provide subsequent forecasts on a semi-annual basis. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Forecasts shall be non-binding on both MID-PLAINS and CLEC. MID-PLAINS shall take CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing at the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. MID-PLAINS shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to MID-PLAINS, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the Parties.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

8. TRUNK SERVICING

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), MID-PLAINS will issue ASRs for trunk groups for traffic that originates in MID-PLAINS and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other Party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, an ASR will be issued by MID-PLAINS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MID-PLAINS will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will respond to the other Party within twenty (20) business days after receipt of the ASR.

8.4.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the ASR

8.4.1.4 If MID-PLAINS does not receive an ASR, or if the CLEC does not respond to the ASR by scheduling a joint discussion within the twenty (20) business day period, MID-PLAINS will attempt to contact the CLEC to schedule a joint planning discussion.

8.5 In all cases except a blocking situation, either Party will issue an ASR to the other Party:

8.5.1 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The Parties will mutually agree upon intervals used for provisioning trunk groups.

8.6 Projects require the coordination and execution of multiple orders or related activities between and among MID-PLAINS and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). MID-PLAINS will be responsible for engineering its network on its side of the POI.

8.8 Due dates for the installation of Local Interconnection Trunks covered by this Appendix shall be no longer than 21 days from receipt of a request by either Party. If either CLEC or MID-PLAINS is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule the date no more than 7 days from the original date.

8.9 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and MID-PLAINS will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 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 will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and MID-PLAINS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix is attached to and made part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by MID-PLAINS and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.3 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties.

1.3.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.3.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.

1.4 MID-PLAINS shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which MID-PLAINS provides itself, a subsidiary, an affiliate, or any other party to which MID-PLAINS provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.5 The Parties shall effect an Interconnection that is efficient, fair and in a manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

2.1 MID-PLAINS' network is partly comprised of End Office switches that serve IntraLATA, InterLATA, Local, EAS and ECC traffic. MID-PLAINS' network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein,

the Parties will agree to a physical architecture plan for a specific Interconnection area. The physical architecture plan will be completed within 60 days from CLEC's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. CLEC and MID-PLAINS agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and MID-PLAINS' End Office(s). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and MID-PLAINS' End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each End Office within an exchange area. Both Parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where MID-PLAINS operates as an incumbent LEC and CLEC has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. To the extent that the Parties agree to provide joint SONET or fiber meet, the CLEC may use the joint SONET facility to carry OS/DA, 911 or mass calling on its side of the POI.

2.7 If CLEC has established Collocation in a MID-PLAINS End Office, direct End Office trunks to that End Office shall be the financial responsibility of the CLEC. If CLEC has not established Collocation in a MID-PLAINS End Office, MID-PLAINS shall provision the facilities for the direct End Office trunks from the POI to the MID-PLAINS End Office.

2.8 Technical Interfaces

2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.

2.8.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, MID-PLAINS will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a MID-PLAINS End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation Interconnection

3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a MID-PLAINS End Office and wishes for MID-PLAINS to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between MID-PLAINS and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a MID-PLAINS End Office.

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain SONET system. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.4.4 There are four basic Fiber Meet design options. In the event that the Fiber Meet designs implemented between CLEC and MID-PLAINS under predecessor interconnection agreement are substantially of the Design Four type, and the existing facilities are available, the Parties agree to use Design Four for any new Fiber Meet facilities provisioned under this Agreement. In the event that the requirements stated in the preceding sentence cannot be fulfilled or if CLEC desires use of a different design at a particular Fiber Meet, the options selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.4.1 Design One: CLEC's fiber cable (four fibers) and MID-PLAINS' fiber cable (four fibers) are connected at an economically and

technically feasible point between the CLEC and MID-PLAINS locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or MID-PLAINS designated) manhole at the MID-PLAINS End Office switch. MID-PLAINS shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for MID-PLAINS to pull the fiber cable through the MID-PLAINS cable vault and terminate on the MID-PLAINS fiber distribution frame (FDF) in MID-PLAINS' office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. MID-PLAINS shall take the fiber from the manhole and terminate it inside MID-PLAINS' office on the FDF at MID-PLAINS' expense. In this case the POI shall be at the MID-PLAINS designated manhole location.

3.4.4.3 Design Three: MID-PLAINS will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable MID-PLAINS to deliver fiber optic facilities into that manhole. MID-PLAINS will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. MID-PLAINS shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and MID-PLAINS each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. MID-PLAINS will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system.

Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the MID-PLAINS' location.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from MID-PLAINS. This location is CLEC's responsibility to provision and maintain.

3.4.6 The MID-PLAINS location includes all MID-PLAINS' FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is MID-PLAINS' responsibility to provision and maintain.

3.4.7 MID-PLAINS and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4.9 CLEC and MID-PLAINS will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and MID-PLAINS.

4. RESPONSIBILITIES OF THE PARTIES

4.1 If CLEC determines to offer local Interconnection within a MID-PLAINS' area, CLEC shall provide written notice to MID-PLAINS of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation

date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 If CLEC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional MID-PLAINS' Central Offices, CLEC shall provide written notice to MID-PLAINS to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If MID-PLAINS deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange, MID-PLAINS shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 CLEC and MID-PLAINS shall work cooperatively to install and maintain a reliable network. CLEC and MID-PLAINS shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5 CLEC and MID-PLAINS will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

4.6 CLEC and MID-PLAINS shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover leasing of facilities for purposes of Interconnection. MID-PLAINS offers leased facilities on an ICB basis.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NP
NUMBER PORTABILITY

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth terms and conditions for Number Portability provided by MID-PLAINS and CLEC.

1.3 The prices at which MID-PLAINS agrees to provide CLEC with Number Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. PERMANENT NUMBER PORTABILITY

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 Service Provided

2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Obligations of MID-PLAINS:

2.3.1 MID-PLAINS has deployed LRN in all of their switches.

2.3.2 MID-PLAINS may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC:

2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 When CLEC requests that an NXX in an LRN capable MID-PLAINS switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.3 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.4 For PNP orders CLEC shall adhere to MID-PLAINS' Local Service Request (LSR) format and PNP due date intervals. MID-PLAINS will provide for an ASR format that integrates PNP ordering.

2.4.5 CLEC shall adhere to reserved number standards as set by the FCC.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 MID-PLAINS will provide 10-digit trigger on all LNP orders.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within MID-PLAINS rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within 30 days, either Party may invoke the dispute resolution procedures under this Agreement.

2.6.2 Telephone numbers in the following MID-PLAINS' NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) MID-PLAINS' Official Communications Services (OCS) NXXs.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message

and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

2.7.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. MID-PLAINS will perform LNP Query Service for CLEC pursuant to the terms and conditions set forth in National Exchange Carrier Association (NECA) Tariff FCC No. 5. CLEC will perform N-1 responsibilities on the same terms as MID-PLAINS provides for in its applicable tariff.

2.7.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in MID-PLAINS' applicable tariff.

2.7.8 Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which MID-PLAINS is a concurring carrier.

2.8.2 CLEC agrees not to charge MID-PLAINS, nor any MID-PLAINS' End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

3. MASS CALLING

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. Number portability for mass calling codes will be done on an Individual Case Basis.

4. PROVISION OF PNP BY CLEC TO MID-PLAINS

4.1 CLEC shall provide PNP to MID-PLAINS under no less favorable terms and conditions as when MID-PLAINS provides such services to CLEC.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.

1.2 This Appendix sets forth the terms and conditions under which MID-PLAINS and CLEC will coordinate with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each MID-PLAINS rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, the CLEC shall obtain a separate thousand block for each. This will enable CLEC and MID-PLAINS to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116,

released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand-block number pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing

simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OSS

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APPENDIX OSS
ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by MID-PLAINS.

2. GENERAL CONDITIONS

2.1 Operations Support Systems. Ordering, preordering, provisioning, maintenance and repair of unbundled Network Elements by CLEC shall be initially accomplished by submitting a MID-PLAINS' order form (Service Order) via either facsimile or by e-mail. MID-PLAINS shall transition to an electronic ordering interface having ordering, preordering, provisioning, maintenance and repair functionalities when such a system is generally available within the industry. The allocation of the cost of such interface shall be negotiated by the parties and, if necessary, subject to the dispute procedures found in the General Terms and Conditions of this Agreement.

3. OPERATIONS SUPPORT SYSTEM FUNCTIONS

3.1 Pre-Ordering, Ordering and Provisioning. MID-PLAINS will use the interface described in Section 2.1 for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). The Access Services Request (ASR) will be used for the transfer of information concerning the Network Elements which CLEC intends to order in a specific End Office.

3.2 Provisioning

3.2.1 Service Ordering and Provisioning: Service Orders will be placed by CLEC and provisioned by MID-PLAINS in accordance with the procedures described in 2.1 of this Section. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100.

3.2.2 Provisioning Support: MID-PLAINS shall provide provisioning support to CLEC on the same basis MID-PLAINS provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.

3.2.2.1 Status Report: After receipt and acceptance of a Service Order, MID-PLAINS shall provide CLEC with service status notices on an exception basis.

3.2.2.2 Engineering Support: When requested by CLEC and upon payment of MID-PLAINS' charges, MID-PLAINS shall provide timely engineering support.

3.2.2.3 Requests for Service Changes: Where MID-PLAINS provides installation, MID-PLAINS' representatives shall inform CLEC Customers to contact CLEC if such Customers request a service change at the time of installation.

3.2.2.4 Non-Interruption of Service: Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, MID-PLAINS may not initiate any disconnect, suspension or termination of a CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or MID-PLAINS' receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

3.3 Maintenance

3.3.1 MID-PLAINS shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this Section 3.3.

3.3.2 MID-PLAINS' technicians shall provide repair service that is at least equal in quality to that provided to MID-PLAINS' Customers; trouble calls from CLEC shall receive response time priority that is at parity to that of MID-PLAINS' Customers and shall be based on trouble severity, regardless of whether the Customer is a CLEC Customer or a MID-PLAINS Customer.

3.3.3 MID-PLAINS shall provide CLEC with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to CLEC under this Schedule that it currently provides for the

maintenance of its own network. MID-PLAINS shall provide CLEC notice of any scheduled maintenance activity which may impact CLEC's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

3.3.4 MID-PLAINS shall provide notice of non-scheduled maintenance activity that will impact CLEC Customers. MID-PLAINS shall provide maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

3.3.5 If service is provided to CLEC Customers before an electronic interface ("EI") is established between CLEC and MID-PLAINS, CLEC will transmit repair calls to MID-PLAINS by telephone.

3.3.6 MID-PLAINS, including the EI when available, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. MID-PLAINS will provide CLEC a twenty-four (24) hour advanced notification of such out-of-service conditions.

3.3.7 MID-PLAINS shall provide progress reports and status-of-repair efforts to CLEC upon request. MID-PLAINS shall inform CLEC of restoration of Resale Service after an outage has occurred.

3.3.8 Maintenance charges for premises visits by MID-PLAINS' technicians shall be billed by CLEC to its Customer, and not by MID-PLAINS.

3.3.9 Dispatching of MID-PLAINS' technicians to CLEC Customer premises shall be accomplished by MID-PLAINS pursuant to a request received from CLEC.

3.4 Disaster Recovery

3.4.1 The Parties will jointly establish a process for disaster recovery that addresses the following:

3.4.1.1 Events affecting MID-PLAINS' network, work centers and Operational Support Systems functions;

3.4.1.2 Establishing and maintaining a single point of contact responsible for disaster recovery activation, statusing and problem resolution during the course of a disaster and restoration;

3.4.1.3 Procedures for notifying CLEC of problems, initiating restoration plans and advising CLEC of the status of resolution;

3.4.1.4 Definition of a disaster; and

3.4.1.5 Equal priority, as between CLEC Customers and MID-PLAINS Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

4. RESPONSIBILITIES OF CLEC

4.1 CLEC shall be responsible for providing to its Customers and to MID-PLAINS a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact MID-PLAINS with regard to such requests, MID-PLAINS shall inform such Customers that they should call CLEC and will provide CLEC's contact numbers to such Customers. At CLEC's request, MID-PLAINS shall provide a "warm" transfer to CLEC of calls it receives from CLEC's Customers for service or repair requests at rates to be agreed upon by the Parties.

4.2 CLEC shall provide MID-PLAINS with accurate and complete information regarding CLEC's Customers in a method reasonably prescribed by MID-PLAINS to allow MID-PLAINS to keep its Emergency Telephone Number Service database updated, if MID-PLAINS maintains such a database.

4.3 Prior to the Effective Date, CLEC shall have received and communicated to MID-PLAINS its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

APPENDIX
PERFORMANCE STANDARDS

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APPENDIX PERFORMANCE STANDARDS

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights or obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that MID-PLAINS is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PSC decisions/regulations, tariffs, and within this interconnection agreement.

2. DEFINITIONS

2.1 When used in this Appendix, the following terms will have the meanings indicated:

2.1.1 Performance Criteria

2.1.1.1 Generally, the Performance Measurements contained in this Appendix specify performance equal to that which MID-PLAINS achieves for itself in providing equivalent end user service as the Performance Criterion.

2.1.2 Non-compliance

2.1.2.1 The failure by MID-PLAINS to meet the Performance Criteria for any performance measure identified as an available measurement type.

3. SPECIFIED PERFORMANCE STANDARDS

3.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 6, Section 7, and Section 8 as determined by this Section and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

3.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria

listed in Sections 6, 7, and 8 (each, an "Interconnection Performance Activity") relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "Providing Party's Interconnection Records") and to other LECs (the "Other LEC Interconnection Records") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "Other Party's Interconnection Records").

3.3 The Providing Party shall provide to the Other Party upon request in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Period, (ii) the sample size of the Interconnection Performance Activity measured for such Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach." Notwithstanding anything to the contrary in this Section 3, the Parties acknowledge that the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and such Other LEC Interconnection Records shall be provided to the Other Party in a manner that preserves the confidentiality of each Other LEC and any of such LEC's proprietary information (including CPNI).

3.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in the General Terms and Conditions Appendix and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and

regulations of the Commission or (v) seek other relief under Applicable Law.

3.6 The other Party shall also be entitled to (i) credit allowances for delays solely caused by the Providing Party in provisioning interconnections pursuant to the method for prorating set forth in Section 10, if any charge is applicable for the provisioning, and (ii) any credit allowances pursuant to the same terms and conditions that the Providing Party offers credit allowances to its Customers, including those under its tariffs and those described in Section 10. If the other Party is entitled to credit allowances under both (i) and (ii) for the same delay, the greater of the two amounts will apply.

3.7 The Parties' Agreement to the procedures set forth in this Section 3 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

3.8 The Parties, through their representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

4. STANDARDS OF PERFORMANCE- NETWORK ELEMENTS

4.1 MID-PLAINS shall provide to CLEC access to unbundled Network Elements (i) in accordance with Section 6 and Section 7 as determined by this Section (including any service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the "MID-PLAINS Network Element Performance Benchmarks").

4.2 To determine MID-PLAINS' compliance with the MID-PLAINS Network Element Performance Benchmarks, MID-PLAINS shall maintain records of specific criteria listed on Section 6 and Section 7 which criteria are (i) the criteria that MID-PLAINS currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding MID-PLAINS' compliance with different performance levels and intervals of such Network Elements requested by CLEC and provided by MID-PLAINS pursuant to Section 8.4 and a Bona Fide Request (each, a "Network Element Performance Activity"). MID-PLAINS shall maintain records relating to the access to unbundled Network Elements MID-PLAINS provides to itself, its subsidiaries and Affiliates. If the Parties are unable to reach voluntary agreement, either Party may petition for arbitration under Section 252 of the Act.

4.3 In no event shall MID-PLAINS be deemed to have committed a Specified Performance Breach if MID-PLAINS' failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event

(i) prevents MID-PLAINS from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of MID-PLAINS' compliance with the applicable MID-PLAINS Network Element Performance Benchmark or (ii) only suspends MID-PLAINS' ability to timely perform such Network Element Performance Activity, then the applicable time frame in which MID-PLAINS' compliance with the MID-PLAINS Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

4.4 Upon the occurrence of a Specified Performance Breach by MID-PLAINS, CLEC may forego the dispute escalation procedures set forth in the General Terms and Conditions Appendix of the Agreement: (i) bring an action against MID-PLAINS in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

4.5 CLEC shall also be entitled to (i) credit allowances for delays solely caused by the Providing Party in provisioning network elements pursuant to the method for prorating set forth in Section 10, and (ii) any credit allowances pursuant to the same terms and conditions that MID-PLAINS offers credit allowances to its customers, including those under its tariffs and those described in Section 10. If CLEC is entitled to credit allowances under both (i) and (ii) for the same delay, the greater of the two amounts will apply.

4.6 The Parties' Agreement to the procedures set forth in this Section 4 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

5. STANDARDS OF PERFORMANCE- RESALE

5.1 MID-PLAINS shall provide Resale Services to CLEC (i) in accordance with Section 6 and Section 7 as determined by this Section and (ii) as required by the Commission (collectively, the "Resale Performance Benchmarks").

5.2 To determine MID-PLAINS' compliance with the Resale Performance Benchmarks, MID-PLAINS shall maintain records of specific criteria listed in Section 6 and Section 7 (each, a "Resale Performance Activity") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and MID-PLAINS' retail Customers (the "MID-PLAINS Resale Records") and parallel records of the Resale Services provided to (i) CLEC (the "CLEC Records") and (ii) on an aggregate basis, resellers of Telecommunications Services other than CLEC (the "Other Reseller Records"). MID-PLAINS believes, after good faith

inquiry, that Section 6 and Section 7 is a complete and accurate description of all criteria used as of the Effective Date by MID-PLAINS to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if MID-PLAINS no longer measures criterion in assessing its performance in providing such Resale Service to MID-PLAINS' retail Customers or begins measuring additional criteria.

5.3 Upon the occurrence of a Specified Performance Breach by MID-PLAINS, CLEC may forego the dispute escalation procedures set forth at Section 5.3.1 and (i) bring an action against MID-PLAINS in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law. Alternatively, CLEC may elect to have MID-PLAINS pay to CLEC as liquidated damages any amounts that CLEC is entitled to receive under then existing Commission procedures relating to the failure by MID-PLAINS to comply with the Commission performance standards.

5.3.1 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within (i) thirty (30) days or (ii), in the event of a service affecting Dispute two (2) days, after a written request to resolve such Dispute is received by a Party, the Parties shall attempt in good faith to address any default or resolve any Dispute according to the rules, guidelines or regulations of the Commission; provided, however, a Party may pursue all available remedies in the event that there is no resolution of the Dispute pursuant to this Section. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any CLEC Customer or MID-PLAINS' Customer.

5.4 The Parties' Agreement to the procedures set forth in this Section shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the Party requirements of this Agreement and of the Act have or have not been met.

6. PERFORMANCE BENCHMARKS

6.1 Unbundled Loops.

A. Non-DS1 Loops-Standard Intervals

Volume*	Interval
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

		Interval
1.	Facilities Available	7 Business Days
2.	Facilities or Force Not Available	Negotiated

C. DS3-Unbundled Local Transport — Negotiated Interval

D. OC-N-Unbundled Local Transport — Negotiated Interval

6.2 Resale:

Average Installation Time: 2.77 days or within twenty-four (24) hours of agreed upon date whichever is longer.

6.3 Average Time Out of Service: 14.55 hours

6.4 HICAP - 45 minutes to respond.

6.5 Average Initial Trouble Reports: 24.43/100 lines annually.

6.6 Speed of answer of repair call: 20 seconds average.

7. MID-PLAINS' TECHNICAL REFERENCES WHICH PROVIDE STANDARDS OF PERFORMANCE

7.1 GENERAL TECHNICAL REFERENCES

Wisconsin Administrative Code
Chapter PSC 160
Chapter PSC 165

MID-PLAINS' Alternative Regulation Plan
Section 9e. Service Commitment

7.2 SPECIFIC TECHNICAL REFERENCES

A. Unbundled Loop Transmission and Network Interface Device
Included in Chapter PSC 160.031
and Chapter PSC 165.087(2)

B. Trunk Transmission
Included in Chapter PSC 165.087(3)

C. Interoffice Trunks
Included in Chapter PSC 165.086

D. Central Office Switching for Resale and for Termination of Traffic
Included in PSC Chapter 165.084

8. MUTUAL INTERCONNECTION PERFORMANCE BENCHMARKS

8.1 Trunk Provisioning Intervals

8.1.1 Number of End Office

Trunks Per Order Per Day	Interval
1-48	14 days
49-96	15 days
97+	Negotiated

8.1.2 Third-Party Provisioned Trunks
Third-Party's Interval

8.2 Trunking Grade of Service

Blocking Standards

Traffic Type	Measurement
Final Trunk Group Traffic	1% (0.01)

8.3 Trunk Restoral

Outage- Severity Class	Restoration Interval
Critical- This class constitutes an emergency: • Loss of more than 25% of trunking* • Loss of more than 25% of call processing	4 Hours
High-Customer service affecting • Loss of less than 25% trunking • Loss of less than 25% of call processing	8 Hours
Non-Service Affecting	3 business days

* *Commitment to trunk restoral will be 1 hour after facility restoral in cases of facilities issues, i.e. cable cut or facilities trouble.*

8.4 The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon; however, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.

9. FORM OF REPRESENTATION OF AUTHORIZATION

CLEC hereby represents to MID-PLAINS, for purposes of obtaining a Customer's Customer Proprietary Network Information **("CPNI")** or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

9.1 With respect to requests for CPNI regarding prospective Customers of CLEC, CLEC acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification or other means, in each case as permitted by Applicable Law ("Documentation of Authorization"), that explicitly authorizes CLEC to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, CLEC must submit to MID-PLAINS the Documentation of Authorization. If CLEC cannot provide applicable Documentation of Authorization, then MID-PLAINS shall not provide CPNI to CLEC.

9.2 If CLEC has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, CLEC need not submit Documentation of Authorization to obtain the Customer's CPNI.

9.3 With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, CLEC acknowledges that it must obtain Documentation of Authorization which explicitly authorizes CLEC to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. CLEC need not submit the Documentation of Authorization to process a service order. However, CLEC hereby represents that it will not submit a service order to MID-PLAINS unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

9.4 The Documentation of Authorization must clearly and accurately identify CLEC and the prospective Customer.

9.5 CLEC shall retain all Documentation of Authorization in its files for as long as CLEC provides Telephone Exchange Service to the Customer, or for as long as CLEC makes requests for information on behalf of the Customer.

9.6 CLEC shall make Documentation of Authorization available for inspection by MID-PLAINS during normal business hours. In addition, CLEC shall provide Documentation of Authorization for Customers or prospective Customers to MID-PLAINS upon request.

9.7 CLEC is responsible for, and shall hold MID-PLAINS harmless from, any and all Losses resulting from MID-PLAINS' reliance upon CLEC's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.

9.8 If CLEC fails to repeatedly and materially abide by the procedures set forth herein, MID-PLAINS reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.

9.9 This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this _____ day of _____ 200__.

CLEC: TDS Metrocom, Inc.

By: _____

Title: VP- Customer Care/ Business Operations

Printed Name: Nicholas Jackson

10. CREDIT ALLOWANCES SCHEDULE

The Party providing services pursuant to any of Sections 3, Section 4 or Section 5 (the **"Providing Party"**) to the other Party (the **"Receiving Party"**) will, in the event such service is interrupted, make a subsequent appropriate billing adjustment subject to the following conditions:

10.1 Credit for interruption is not allowed where the outage is caused by a willful act or negligence of Receiving Party or Receiving Party's Customers or the failure of facilities provided by Receiving Party or Receiving Party's Customers.

10.2 Credit will be allowed from the time notification is received from Receiving Party or from the time of discovery by the Providing Party, whichever is earlier, when each interruption comprises at least 24 consecutive hours of outage.

10.3 A major fraction of the last additional day, consecutive with a period consisting of 24 hours of outage, is considered a full day.

10.4 Credit for interruption is based upon the number of consecutive days of each outage.

10.5 The purpose of determining the allowance for interruption, each month is considered to have 30 days. The refund to Receiving Party shall be the pro rata part of the month's charges for the period of days that the portion of the service is rendered useless or inoperative.

APPENDIX COLLOCATION

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APPENDIX COLLOCATION

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth terms and conditions for Collocation provided by MID-PLAINS and CLEC.

2. DEFINITIONS

2.1 **"Active Central Office Space"** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.

2.2 **"Adjacent Structure"** is a Collocator provided structure placed on MID-PLAINS' property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 **"Augment"** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.

2.4 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's dedicated collocation space in which a Collocator may install its telecommunications equipment.

2.5 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.6 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding the Collocator's dedicated space as well as the space dedicated to Collocators.

2.7 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in MID-PLAINS.

2.8 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in

Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).

2.9 **"Dedicated Collocation Space"** is the space dedicated for the Collocator's physical collocation arrangement located within a MID-PLAINS' Eligible Structure.

2.10 **"Delivery Date"** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in MID-PLAINS.

2.11 **"Eligible Structure"** is a MID-PLAINS Central Office.

2.12 **"Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in MID-PLAINS.

2.13 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.14 "**Infrastructure Systems**" include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.15 **"Occupancy date"** the date that MID-PLAINS may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.

2.16 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.17 "**Premises**" means MID-PLAINS' central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by MID-PLAINS that house its network facilities; all structures that house MID-PLAINS' facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise

controlled by MID-PLAINS that is adjacent to these central offices, wire centers, buildings and structures.

2.18 **"Preparation Charges"** are the charges applicable to the preparation of MID-PLAINS' Premises for Collocation, including any COBO charges, cage enclosure charges, and extraordinary charges or expense.

2.19 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the MID-PLAINS' responsibility for the provisioning of service ends.

2.20 **"Shared Physical Collocation Cage"** is a caged dedicated collocation space that is shared by two or more Collocators within the MID-PLAINS' Eligible Structure.

2.21 **"TDS TELECOM Collocation Guidelines"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from MID-PLAINS. The document also provides information about MID-PLAINS' collocation processes and requirements.

2.22 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment.

2.23 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by MID-PLAINS' personnel and/or occupied by or reserved for MID-PLAINS' network equipment including affiliates and 3rd parties.

2.24 **"Virtual Collocation"** is as defined by 47 C.F.R. 51.5 and 47 C.F.R. 51.323.

3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

3.2 Nothing in this Agreement requires MID-PLAINS to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that MID-PLAINS may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for

access to UNEs or for interconnection with MID-PLAINS' network. MID-PLAINS may require Collocator's employees to undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees, or third party contractors providing similar functions must undergo; provided that MID-PLAINS may not require Collocator's employees to receive such training from MID-PLAINS itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

3.3 Submission to State Commission

3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1).

3.4 Failure to Receive Approval

3.4.1 In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either Party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, MID-PLAINS and Parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either Party to pursue any appeal of the ruling made by any reviewing regulatory commission.

3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, MID-PLAINS shall consider an application for collocation space submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by MID-PLAINS. To the extent that MID-PLAINS has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by MID-PLAINS.

3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which MID-PLAINS will provide the

CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which MID-PLAINS must advise the CLEC if space is available for the Collocation arrangement requested.

4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, MID-PLAINS will provide physical collocation to CLEC for the purpose of interconnecting with MID-PLAINS' network or for obtaining access to MID-PLAINS' unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. MID-PLAINS' physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

4.1.1.1 CLEC may apply for Caged Physical Collocation with a minimum initial enclosed space of 100 square feet and may apply for subsequent space in increments of 50 square feet. The caged serving arrangement is an area designated by MID-PLAINS within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment. MID-PLAINS will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. MID-PLAINS will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a MID-PLAINS' premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, MID-PLAINS shall provide CLEC Shared Caged Collocation in any Unused Space on an individual case basis (ICB). **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, MID-PLAINS will allow CLEC to collocate in any unused space

(space that is vacant and does not contain MID-PLAINS' equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that MID-PLAINS, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in MID-PLAINS' Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. MID-PLAINS will designate the space to be used for cageless collocation. MID-PLAINS may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, MID-PLAINS must permit CLEC to have direct access to CLEC's equipment.

4.1.3.1.1 Collocator will install their own bay(s) by a MID-PLAINS approved vendor. MID-PLAINS will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.1.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.1.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.1.3.1.4 MID-PLAINS prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.1.3.2 MID-PLAINS may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to CLEC, in lieu of direct connection to MID-PLAINS' network if technically feasible. In addition, MID-PLAINS may not

require CLEC to collocate in a room or isolated space, separate from MID-PLAINS' own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. MID-PLAINS may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing MID-PLAINS' equipment in its own cage, and other reasonable security measures examples of which are described herein. MID-PLAINS may utilize reasonable segregation requirements that do not impose additional cost on CLEC.

4.1.3.3 MID-PLAINS must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. MID-PLAINS will prorate the charge for site conditioning and preparation undertaken to make site usable for collocation so that each collocator will pay only the portion of the preparation and conditioning costs in the same ratio that its collocation space bears to the entire amount of space prepared and conditioned.

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is exhausted inside a MID-PLAINS' Eligible Structure, MID-PLAINS shall permit Adjacent Structure Collocation, to the extent technically feasible, on an individual case basis (ICB). The determination of exhaustion is subject to dispute resolution by the Commission.

4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB).

4.3 The Collocator's MID-PLAINS approved vendor will be permitted access to the MID-PLAINS' Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use a MID-PLAINS approved power installation vendor to place power cable leads from the Collocator's dedicated space to MID-PLAINS' Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable

4.4 MID-PLAINS shall permit Collocator to place its own connecting transmission facilities within MID-PLAINS' Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from MID-PLAINS, subject to safety limitations as set out in Section 6.4.

4.5 MID-PLAINS shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same MID-PLAINS wire center provided the Collocators are interconnected with MID-PLAINS' network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.5.1 MID-PLAINS will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. MID-PLAINS shall permit Collocator's MID-PLAINS approved vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that MID-PLAINS imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from MID-PLAINS.

4.6 CLEC shall not have access to MID-PLAINS' Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, MID-PLAINS may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, MID-PLAINS may only impose security arrangements that are as stringent as the security arrangements that MID-PLAINS maintains at its own premises for its own employees or authorized contractors. MID-PLAINS must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in MID-PLAINS' Eligible Structures without delaying a CLEC's employees' entry into MID-PLAINS' Eligible Structure. Reasonable security measures that MID-PLAINS may adopt include, but are not limited to, the following:

4.6.1 Installing security cameras or other monitoring systems; or

4.6.2 Requiring CLEC personnel to use badges with computerized tracking systems; or

4.6.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees, or third party contractors providing similar functions, must undergo; provided, however, that MID-PLAINS may not require CLEC employees to receive such training from MID-PLAINS itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.

4.6.4 MID-PLAINS may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

4.7 Relocation – In the event MID-PLAINS determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is

required to do so. Such relocation shall be on a non-discriminatory basis, including relocation of MID-PLAINS' own equipment. If such relocation arises from circumstances beyond the reasonable control of MID-PLAINS, including condemnation or government order or regulation, MID-PLAINS may charge CLEC, in the same manner as provided for in this Appendix, for the cost of preparing the new dedicated collocation space at the new location. Otherwise MID-PLAINS shall be responsible for any reasonable preparation costs and any reasonable costs incurred by CLEC directly in connection with such relocation.

4.8 In the event that CLEC requests that the Dedicated Collocation Space be moved within the MID-PLAINS' Eligible Structure or to another Eligible Structure, MID-PLAINS shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by the CLEC and will be required to be knowledgeable of MID-PLAINS' security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees and authorized contractors must undergo. MID-PLAINS will not, however, require CLECs to receive security training from MID-PLAINS. CLECs can then provide their employees with their own security training.

4.10 CLECs and MID-PLAINS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other MID-PLAINS' property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or MID-PLAINS in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or MID-PLAINS, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other MID-PLAINS' property:

4.10.1 Theft or destruction of MID-PLAINS' or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on MID-PLAINS' property.

4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on MID-PLAINS' property.

4.10.5 Knowing violations of any local, state or federal law on MID-PLAINS' property.

4.10.6 Permitting unauthorized persons access to MID-PLAINS' or CLEC's equipment on MID-PLAINS' property.

4.10.7 Carrying a weapon on MID-PLAINS' property.

4.11 In addition, the CLEC and MID-PLAINS will take appropriate disciplinary steps as determined by each Party to address any violations reported by MID-PLAINS or the CLEC of MID-PLAINS' policies and practices on security, safety, network reliability, and business conduct as defined in the TDS TELECOM Collocation Guidelines, provided that such information and any and all updates to it are timely provided to the CLEC.

4.12 CLECs will provide indemnification and insurance as set forth in this Agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by MID-PLAINS' authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to MID-PLAINS as well.

4.13 MID-PLAINS may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

5. SPACE AVAILABILITY

5.1 At the request of CLEC, MID-PLAINS will provide space for physical collocation as described above. MID-PLAINS is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases, MID-PLAINS will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 MID-PLAINS will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by MID-PLAINS. MID-PLAINS will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If MID-PLAINS determines that Collocator's

Physical Collocation Application is unacceptable, MID-PLAINS shall advise Collocator of any deficiencies within this ten (10) day period. MID-PLAINS shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies.

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, MID-PLAINS shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure.

5.3 If MID-PLAINS contends space for physical collocation is not available in an eligible structure, MID-PLAINS must allow CLEC to tour the entire central office in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of MID-PLAINS' denial of space. Prior to taking a tour, each representative must execute and deliver to MID-PLAINS a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of a MID-PLAINS' Premises.

5.3.1 If CLEC disputes MID-PLAINS' determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by MID-PLAINS and CLEC. The engineer shall take into consideration MID-PLAINS' planned use for the Eligible Structure under review, and to the extent it can be determined, collocator space and how it is used.

5.3.2 If MID-PLAINS denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, MID-PLAINS shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, MID-PLAINS or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 Upon request, MID-PLAINS shall provide to the requesting carrier a report indicating the available collocation space in a particular MID-PLAINS Eligible Structure.

5.5 Except as provided in Section 5.7 below, MID-PLAINS is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, MID-PLAINS is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. MID-PLAINS and CLEC shall not unreasonably warehouse forecasted space.

5.6 To the extent possible, MID-PLAINS will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets MID-PLAINS' non-discriminatory practices regarding efficient space utilization.

5.7 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, MID-PLAINS will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide MID-PLAINS with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a per request basis by the Parties.

5.8 MID-PLAINS may retain a limited amount of floor space for MID-PLAINS' own specific future uses for a time period on terms no more favorable to MID-PLAINS for like equipment than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, MID-PLAINS will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless MID-PLAINS proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, MID-PLAINS and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

5.9 At the request of the Commission or CLEC, MID-PLAINS shall remove any obsolete and unused equipment (e.g., "retired in-place") from its Premises. MID-PLAINS shall be permitted to recover the cost of removal and/or relocation of such equipment if MID-PLAINS incurs expenses that would not otherwise have been incurred.

5.10 MID-PLAINS may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that MID-PLAINS shall not set a maximum space limitation on CLEC unless MID-

PLAINS proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.

6.2 MID-PLAINS will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that MID-PLAINS voluntarily allows to be collocated; and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.3 MID-PLAINS does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.4 All types of equipment placed in MID-PLAINS' Eligible Structures or on its Premises by Collocators must meet the MID-PLAINS' minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC Premise (including MID-PLAINS) prior to January 1, 1998 with no known history of safety problems.

6.5 MID-PLAINS will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that MID-PLAINS applies to its own network equipment. MID-PLAINS will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.6 In the event that MID-PLAINS denies Collocation of Collocator's equipment, citing minimum safety standards, MID-PLAINS will provide within five (5) business days of the denial a list of MID-PLAINS' equipment placed since January 1, 1998 within the network areas of any Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such MID-PLAINS' equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.

6.7 In the event Collocator submits an application requesting collocation of certain equipment and MID-PLAINS determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may collocate the equipment, provided Collocator timely disputes such determination by MID-PLAINS, unless and until the dispute is resolved. If the Parties do not resolve the dispute, MID-PLAINS or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If Collocator has already collocated equipment and a dispute has not been timely filed or the dispute is resolved in favor of MID-PLAINS, the Collocator must remove the equipment from the collocation space within ten (10) days of written notice from MID-PLAINS. Collocator will be responsible for the removal and all resulting damages.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application. The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure so as to enable MID-PLAINS to analyze impacts on floor load requirements, HVAC requirements, power plant requirements and environmental or safety issues.

7.1.2 In MID-PLAINS the installation interval begins on the date of CLEC's application.

7.2 MID-PLAINS will contract for and perform the construction and preparation activities necessary to prepare the Dedicated Space using the same or consistent practices that are used by MID-PLAINS for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, MID-PLAINS will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by MID-PLAINS, provided that MID-PLAINS will not unreasonably withhold approval of contractors.

7.2.1.1 Certification will be based on the same criteria MID-PLAINS uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - Collocator shall pay MID-PLAINS all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB quote is prepared by MID-PLAINS to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where an Appendix Pricing rate element does not exist. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's Interconnection Agreement. The ICB quote will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements MID-PLAINS employs to protect MID-PLAINS' equipment and ensure network reliability.

7.5 MID-PLAINS requires, before any obligation by MID-PLAINS to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay MID-PLAINS fifty percent (50%) of the COBO charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.

7.6 Occupancy Conditioned on Payment - MID-PLAINS shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC's dedicated physical collocation space until the space is completed, MID-PLAINS has timely billed and MID-PLAINS is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO. If the space is completed and timely billing has not been made, MID-PLAINS shall permit CLEC to have access to the dedicated collocation space upon receipt of the first two payments of the Preparation Charge and any Custom Work charges and/or applicable COBO with final payment due upon receipt of the bill.

7.7 In the event that the CLEC determines that it does not require the Dedicated Space, or terminates this Agreement, after MID-PLAINS has begun preparation of the Dedicated Collocation Space but before MID-PLAINS has been paid the entire amounts due under this Article, then CLEC shall reimburse MID-PLAINS for the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated Space.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the General Terms and Conditions of this Agreement.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date MID-PLAINS made the Dedicated Collocation Space available to CLEC.

7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that MID-PLAINS has turned over the Dedicated Space to the CLEC, regardless of any failure by CLECs to complete its work. The fact that MID-PLAINS may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use – The Dedicated Collocation Space is to be used by CLEC for purposes of collocating equipment and facilities within MID-PLAINS' Eligible Structure for interconnection with MID-PLAINS' network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to MID-PLAINS' unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the Dedicated Collocation Space, CLEC shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Premises.

8.2 A list of proposed CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Dedicated Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or leave any other equipment or facilities within the

Dedicated Space without the express written consent of MID-PLAINS.

8.3 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to Section 8.2, CLEC shall furnish to MID-PLAINS a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, MID-PLAINS may provide such written consent or may condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both MID-PLAINS and CLEC of a final list and description and receipt by MID-PLAINS of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."

8.4 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with MID-PLAINS' policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.

8.5 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to MID-PLAINS' network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.6 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS, the Parties agree to the following:

8.6.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

8.6.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services.

However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

8.6.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

8.7 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.

8.8 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of MID-PLAINS. MID-PLAINS shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that MID-PLAINS shall have the right to reject or modify any such request. If MID-PLAINS performs any such construction, the associated cost shall be paid by CLEC in accordance with MID-PLAINS' then-standard custom work order process.

8.9 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.9.1, 8.9.2, 8.9.3, 8.9.4, and 8.9.5. CLEC shall strictly observe and abide by each in MID-PLAINS' Eligible Structure.

8.9.1 TDS TELECOM Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

8.9.2 TDS TELECOM's most current Collocation Guidelines as may modified from time to time as set forth below.

8.9.3 TDS TELECOM Local Exchange Carriers Installation Requirements, and any successor document(s) should be followed in installing network

equipment, and facilities within MID-PLAINS' central offices and may be modified from time to time.

8.9.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

8.9.5 The TDS TELECOM Collocation Guidelines and referenced Standards documents are not incorporated herein but shall be made available to CLEC upon request.

8.10 If the TDS TELECOM Collocation Guidelines or any referenced TDS TELECOM Standards document(s) is modified subsequent to the effective date of this Agreement, the following shall apply:

8.10.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, MID-PLAINS shall provide CLEC with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by MID-PLAINS, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.10.2 Notwithstanding Sections 8.10.1, any modification made to address situations potentially harmful to MID-PLAINS' or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. MID-PLAINS will immediately notify CLEC of any such modification.

8.11 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the TDS TELECOM Collocation Guidelines or Standards document(s). Notwithstanding the immediately preceding, modifications that are governed by Section 8.10.2 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.11.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets Telcordia NEBS Level 1 minimum safety requirements for CLEC equipment, or (2) Equipment history of

safe operation demonstrated by placement as network equipment in an ILEC Premise prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. MID-PLAINS may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that MID-PLAINS applies to its own equipment. MID-PLAINS may not deny collocation of Collocator equipment because the equipment fails to meet reliability standards. If MID-PLAINS denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, MID-PLAINS must provide to the CLEC within five business days of the denial a list of all network equipment that MID-PLAINS has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards set forth herein. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO MID-PLAINS IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

8.12 Unless otherwise expressly agreed in writing, MID-PLAINS will provide for all AC and DC power requirements in the Eligible Structure. The CLEC is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and MID-PLAINS' associated performance, availability, restoration, backup and UPS systems (to the extent UPS is used by MID-PLAINS for similar equipment), and other operational characteristics shall be at parity with that provided to MID-PLAINS' substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by MID-PLAINS, is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC. MID-PLAINS will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's MID-PLAINS approved power installation vendor will place the power cable leads from the dedicated space to MID-PLAINS Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever

is applicable. MID-PLAINS will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned MID-PLAINS' Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's MID-PLAINS approved power installation vendor must follow MID-PLAINS' standards and requirements for installation of equipment and facilities.

8.13 Other than the security restrictions described herein, MID-PLAINS shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. MID-PLAINS will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

8.14 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the Dedicated Collocation Space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.

8.15 Demarcation Point – MID-PLAINS shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and MID-PLAINS' network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

8.16 Use of Common Areas. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Eligible Structure as are designated by MID-PLAINS from time to time, including, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Eligible Structure, the Collocation Space, and the parking areas adjacent to the Eligible Structure for vehicles of persons while working for or on behalf of CLEC at the Collocation Space. All common areas shall remain under the exclusive control and management of MID-PLAINS, and MID-PLAINS shall have the right to change the level, location and arrangement of parking areas and other common areas as MID-PLAINS may deem necessary, provided it does not impact CLEC's use of the Collocation Space. Use of all common areas shall be subject to such reasonable rules and regulations as MID-PLAINS may from time to time impose.

8.16.1 Water. MID-PLAINS, where water is available for its own use, shall furnish running water from regular Eligible Structure outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by MID-PLAINS, for the non-exclusive use of CLEC, MID-PLAINS and any other building occupant. CLEC shall not waste or permit the waste of water.

8.16.2 Security Service. MID-PLAINS shall furnish Eligible Structure and Property security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, MID-PLAINS shall provide no security specific to CLEC's Collocation Space. MID-PLAINS shall not be liable to CLEC or any other Party for loss of or damage to the Collocation Space or LOE unless MID-PLAINS has failed to provide Eligible Structure and Property security in accordance with its normal business practices.

8.16.3 Elevator Service. Where available, MID-PLAINS shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by MID-PLAINS.

8.16.4 Parking. Where provided by MID-PLAINS, parking at MID-PLAINS' Eligible Structure will be provided on a first come, first served basis. CLEC may not park in spaces that are designated as reserved. MID-PLAINS shall not unreasonably reserve for its own use an excessive amount of parking at the Eligible Structure. CLEC shall be allowed to have reasonable use of and access to loading docks. CLEC and MID-PLAINS are required to follow all posted traffic and MID-PLAINS' signs and follow all applicable parking and traffic laws and ordinances.

9. OPERATIONAL RESPONSIBILITIES

9.1 CLEC and MID-PLAINS are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 CLEC and MID-PLAINS are each responsible for providing trouble report status when requested by the other.

9.3 MID-PLAINS shall provide an interconnection point or points, physically accessible by both MID-PLAINS and CLEC (typically a MID-PLAINS' manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that MID-PLAINS will designate interconnection points as close as reasonably possible to the Eligible Structure. MID-PLAINS will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for MID-PLAINS' cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by MID-PLAINS, and

for leaving sufficient cable length in order for MID-PLAINS to extend such CLEC-provided cable to the cable vault.

9.3.2 MID-PLAINS will be responsible for determining equipment location within the Eligible Structure, provided that such determination will be non-discriminatory with respect to placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and MID-PLAINS' Main Distribution Frame and/or other interconnection points will be installed by the Collocator's MID-PLAINS approved vendor. Scheduling the work of the approved vendor will be non-discriminatory with respect to placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. The Collocator's MID-PLAINS approved vendor must follow the MID-PLAINS' standards and requirements for installation of equipment and facilities. MID-PLAINS will install and stencil the termination blocks or panels at MID-PLAINS' Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

9.4 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days notice of discontinuance of use of the collocation space, MID-PLAINS may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold MID-PLAINS harmless from any and all claims for expenses, fees, or other costs associated with any such removal by MID-PLAINS except to the extent the basis for such claims, expenses, fees, or other costs arose directly from the willful misconduct or gross negligence of MID-PLAINS, its employees or agents. For purposes of this Section, the use of collocation space is considered to be discontinued when it is no longer used for interconnection as defined by Section 10.8 herein.

9.5 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space:

9.5.1 Its fiber optic cable(s);

9.5.2 Its CLEC Telecom Equipment;

9.5.3 Optional point of termination cross connects in its Dedicated Collocation Space or the optional POT Frame/cabinet located in the collocation common area except if on MID-PLAINS' equipment.

9.5.4 CLEC requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CLEC's Dedicated Collocation Space or in the optional POT frame located in the collocation common area if and as required; and

9.5.5 The connection cable and associated equipment which may be required within CLEC's Dedicated Collocation Space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's Dedicated Space.

9.5.6 Any power cabling required beyond the MID-PLAINS provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. MID-PLAINS requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from MID-PLAINS' BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from MID-PLAINS' BDFB. The CIPPs are designed to provide 20, 40, 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

MID-PLAINS NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.6 MID-PLAINS will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (*e.g.*, MID-PLAINS shall not require CLEC to use MID-PLAINS' internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.

9.7 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

9.8 CLEC is responsible for coordinating with MID-PLAINS to ensure that services are installed in accordance with a service request.

9.9 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If MID-PLAINS testing is also required, it will be provided at applicable charges.

9.10 Collocator shall be responsible for procurement, placement and termination of interconnection cabling between Collocator's dedicated space and MID-PLAINS' Main Distribution Frame and/or interconnection points by Collocator's MID-PLAINS approved vendor. Additional requirements relating to placements of power cable leads are set forth in Section 8.12 of this Appendix.

9.11 Collocator shall be responsible for procurement and placement of power cable leads by Collocator's MID-PLAINS approved power installation vendor from the dedicated space to MID-PLAINS' Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads are set forth in Section 8.12 of this Appendix.

10. DELIVERY INTERVALS

10.1 The construction interval relates to the period in which MID-PLAINS shall construct and deliver to the Collocator the requested space. The construction interval begins on the date MID-PLAINS receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide MID-PLAINS, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction and 50% payment of non-recurring charges (unless payment was received with application) within fourteen (14) days of the date of notification or the construction interval provided below will not commence until such time as MID-PLAINS has received such response and payment. If the Collocator has not provided MID-PLAINS such response and payment by the twelfth (12) day after the date MID-PLAINS notified Collocator its request has been granted, the application will be canceled. Dedicated space is reserved upon MID-PLAINS' receipt of the confirmatory response in writing from the Collocator with applicable fees. MID-PLAINS will complete construction of all Active Collocation Space requests for Physical Collocation within 90 days.

10.2 The cable facility assignments or actual point of termination will not be given to the Collocator by MID-PLAINS until all applicable fees currently due have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by MID-PLAINS until due date.

10.3 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, MID-PLAINS will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out).

10.4 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from Section 10.1 above and prior to day fifteen (15) of the delivery interval will be subject to review by MID-PLAINS. A new delivery interval due date may be established when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by MID-PLAINS if a new interval is required. The extension will be no longer than reasonably necessary, and in any event will be non discriminatory with respect to extensions for placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by MID-PLAINS that a new interval has been established for the Physical Collocation Application. The interval date will start on the date the revision(s) is received. The Collocator may also be required to pay additional costs incurred, if applicable.

10.5 MID-PLAINS will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and payment of fifty percent (50%) of all applicable non-recurring charges within fourteen days (14) of the notification of the granting of the application. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days:

- 84 DS1 connections and/or
- 48 DS3 connections and/or
- 200 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

10.6 For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and payment of fifty percent (50%) of all applicable nonrecurring charges within fourteen (14) days of notification of granting of the application. All other augments will follow normal construction intervals.

10.7 MID-PLAINS and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by a MID-PLAINS' employee. These visits will be jointly agreed upon by MID-PLAINS and the Collocator and will be determined on a case by case basis.

10.8 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to MID-PLAINS' network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, MID-PLAINS may, upon notice, terminate that Physical Collocation arrangement, and CLEC shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC Telecom Equipment is considered to be interconnected when physically connected to MID-PLAINS' network or a MID-PLAINS' unbundled network element for the purpose of CLEC providing a telecommunications service. This section shall not apply where interconnection is delayed for reasons beyond CLEC's control and CLEC has notified MID-PLAINS and presented a reasonable schedule for future interconnection.

10.9 MID-PLAINS shall allow CLEC to augment its collocation space when space is available.

11. VIRTUAL COLLOCATION

11.1 Upon request, MID-PLAINS shall provide CLEC Virtual Collocation in any Unused Space on an individual case basis (ICB).

12. CASUALTY LOSS

12.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

12.1.1 The Dedicated Spaces are not rendered untenantable in whole or in part, MID-PLAINS shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

12.1.2 The Dedicated Spaces are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, MID-PLAINS has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or MID-PLAINS opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. MID-PLAINS shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location. Decisions as to untenantability and rebuilding must be made on a reasonable and non-discriminatory basis.

12.2 Any obligation on the part of MID-PLAINS to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as it existed at the time of the loss, but shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC.

12.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, or demolition thereof shall be necessary then, notwithstanding that the Dedicated Space may be unaffected thereby, MID-PLAINS, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

13. RE-ENTRY

13.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, MID-PLAINS may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies MID-PLAINS might have. MID-PLAINS may exercise this authority on a Dedicated Space-by-Dedicated Space basis. MID-PLAINS may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

14. LIMITATION OF LIABILITY

14.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of MID-PLAINS, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall reduce the liability of MID-PLAINS to the extent that the fault of CLEC contributed to the damages.

14.1.1 The Parties agree to be bound by the provisions for Limitation of Liability and indemnity in the General Terms and Conditions.

14.2 Third Parties – CLEC acknowledges and understands that MID-PLAINS may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. MID-PLAINS will be liable to CLEC for damages only to the extent that MID-PLAINS' fault or negligence contributed to the loss or damage.

15. INDEMNIFICATION OF MID-PLAINS

15.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

17. NOTICES

17.1 Except in emergency situations, MID-PLAINS shall provide CLEC with written notice ten (10) business days prior to those instances where MID-PLAINS or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.

17.2 MID-PLAINS will inform CLEC by telephone of any emergency-related activity that MID-PLAINS or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.

17.3 MID-PLAINS will provide CLEC with written notification within fifteen (15) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause or has the risk of causing an outage or any type of power disruption to CLEC Telecom Equipment. MID-PLAINS will provide CLEC with the alternate plan to provide power in the case of such outage. If MID-PLAINS does not have an alternate plan, MID-PLAINS will make reasonable accommodations to allow CLEC to provide alternate power. All such work will be planned and executed in a manner that is non-discriminatory with respect to affecting CLEC's and MID-PLAINS' equipment. MID-PLAINS shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.

17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one Party to the other shall be in writing and shall be valid and sufficient

if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to MID-PLAINS:
TDS TELECOM
Attn: Carrier Relations
9737 Cogdill Road, Suite 230
Knoxville, TN 37932

If to CLEC:
Manager - Carrier Relations
TDS METROCOM
525 Junction Road, Suite 6000
Madison, WI 53717

Either Party hereto may change its address by written notice given to the other Party hereto in the manner set forth above.

17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one Party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to MID-PLAINS:
TDS TELECOM
Attn.: Carrier Relations
9737 Cogdill Road, Suite 230
Knoxville, TN 37932

If to CLEC:
Manager - Carrier Relations
TDS METROCOM
525 Junction Road, Suite 6000
Madison, WI 53717

18. INSURANCE

18.1 The Parties' obligations with respect to insurance coverage will be as set forth in the General Terms and Conditions.

19. PROTECTON OF SERVICE AND PROPERTY

19.1 MID-PLAINS shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC and otherwise in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC.

19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

19.3 Except as may otherwise be provided:

19.3.1 MID-PLAINS and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

19.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

19.4 MID-PLAINS shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, MID-PLAINS shall either furnish security guards at those MID-PLAINS' locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, MID-PLAINS shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on MID-PLAINS' Dedicated Space.

19.5 MID-PLAINS shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure.

19.6 CLEC shall comply with the security and safety procedures and requirements of MID-PLAINS, including but not limited to sign-in, and identification.

19.7 MID-PLAINS shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by MID-PLAINS for access to spaces which house or contain CLEC equipment or equipment enclosures.

19.8 MID-PLAINS shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

19.9 MID-PLAINS shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.

19.10 MID-PLAINS shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that MID-PLAINS' security measures are unreasonably lax, CLEC shall notify MID-PLAINS and the Parties shall work together to address the problem. MID-PLAINS shall, at a minimum, do the following:

19.10.1 Where a cage is used, MID-PLAINS shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.

19.10.2 MID-PLAINS shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to MID-PLAINS' employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. MID-PLAINS shall require all persons entering the collocation areas to wear identification badges.

19.10.3 MID-PLAINS shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. MID-PLAINS shall respond immediately to reported problems with CLEC key cards.

19.10.4 In emergency situations common courtesy will be extended between CLEC and MID-PLAINS' employees, including the provision of first aid and first aid supplies.

19.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

20. MISCELLANEOUS

20.1 Future Negotiations – MID-PLAINS may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including having any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds MID-PLAINS harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth the pricing terms and conditions for MID-PLAINS and the CLEC.

1.3 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by MID-PLAINS under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if MID-PLAINS provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by MID-PLAINS and CLEC.

1.4 Except as otherwise agreed upon by the Parties in writing, MID-PLAINS shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.5 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.6 The pricing list is in Attachment A found in this Appendix Pricing.

1.7 For modifications of MID-PLAINS' plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in Attachment A of this Appendix Pricing, where rates are shown as monthly, a month will be defined as a 30-day calendar month.

The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, and Other elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will round by rate center.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed MID-PLAINS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, MID-PLAINS will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.3 For Resale, when a CLEC converts an End User currently receiving service from the MID-PLAINS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to MID-PLAINS to process a request for installation, rearrangement, changes to or record orders for UNEs and Resale.

3.5 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.6 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Attachment A.

4. BILLING

4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

		Mid Plains Telephone	
		Monthly Recurring	Non Recurring
UNBUNDLED NETWORK ELEMENTS			
Unbundled Loops			
	2-Wire Analog	$ 21.05	See NRC prices below
	2-Wire NID	$ 0.10	See NRC prices below
	Basic Rate ISDN 2-Wire Digital Loop	$ 32.23	See NRC prices below
	1.544 Mbps 2-Wire Digital Loop	$ 128.16	See NRC prices below
	64 Kbps Digital loop 4-Wire Digital Loop	$ 94.17	See NRC prices below
	DS3 Loop -	ICB/BFR	ICB/BFR
DSL Capable Loops			
	2-Wire xDSL Loop	$ 21.05	See NRC prices below
	DSL Loop Qualification	N/A	Current Labor Costs
DSL Conditioning Options - if applicable			
	Removal Bridged Tap Option	N/A	$ 373.28
	Removal of Repeater Option	N/A	ICB/BFR
	Removal of Load Coil Option	N/A	ICB/BFR
Loop Non-Recurring Charges (Excluding DS3)			
	Service Order - Establish	N/A	$ 28.00
	Service Order - Subsequent	N/A	$ 14.00
	Line Connection	N/A	$ 20.00
	Premises Visit	N/A	$ 16.00
	Record Change	N/A	$ 8.00
	1.544Mbps Local Distribution Channel	N/A	$ 144.00
Loop Cross Connects			
	DS3 C.O. Cross-Connect to Collocation	ICB/BFR	ICB/BFR
Cross Connects			
	2-Wire	$ 0.19	N/A
	4-Wire	$ 0.38	N/A
	DS1/LT1	$ 0.52	N/A
	DS3/LT3	$ 0.96	N/A
	OC3	$ 103.01	N/A
InterOffice Transport-Recurring Charges			
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 22.25	See NRC prices below
	Interoffice Mileage - Per Mile - All Zones	$ 3.06	N/A
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 622.86	See NRC prices below
	Interoffice Mileage - Per Mile - All Zones	$ 85.80	N/A
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,868.59	See NRC prices below
	Interoffice Mileage - Per Mile - All Zones	$ 257.40	N/A
Interoffice Transport-Nonrecurring			
DS1	Service Order Interoffice Transport DS1	N/A	$ 346.87
	Design & Central Office	N/A	$ 543.46
	Customer Connection	N/A	$ 516.53
DS3	Service Order Interoffice Transport DS3	N/A	$ 266.67
	Design & Central Office	N/A	$ 578.43
	Customer Connection	N/A	$ 345.33
OC3	Service Order Interoffice Transport OC3	N/A	$ 106.14
	Design & Central Office	N/A	$ 436.76
	Customer Connection	N/A	$ 828.62
Multiplexing			
DS1	DS1 to Voice Grade	$ 298.31	N/A
DS3	DS3 to DS1	$ 383.00	N/A
OC3	Add/Drop Multiplexing - Per Arrangement	$ 606.97	N/A
	Add/Drop Function		
	- Per DS3 Add or Drop	$ 140.96	N/A
	- Per DS1 Add or Drop	$ 43.54	N/A

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

	Mid Plains Telephone	
	Monthly Recurring	Non Recurring
Structure Access - Ducts, Inner Ducts and Manholes		
Direct Buried Ducts with Inner Duct (Duct +1 1/4" Inner Duct per Foot	$ 0.19	
Direct Buried Ducts with Inner Duct (Duct +2" Inner Duct per Foot	$ 0.49	
Manhole +Conduit +1 1/4" Inner Duct per conduit foot	$ 0.19	
Manhole +Conduit +2" Inner Duct per conduit foot	$ 0.49	
Direct Buried Inner Duct Only per foot		
1 1/4" Inner Duct per foot	$ 0.37	
2" Inner Duct per foot	$ 0.41	
Pole Attachment -Per Pole ***(annual rate)***	$ 3.03	
Application Fee		$ 200.00
RECIPROCAL COMPENSATION		
Local End Office Termination		
Per Originating or Terminating MOU		$ 0.007369
Transport Per Minute per Mile		$ 0.000239
TRANSIT SERVICE		
Transit Switching		
Per minute of use		$ 0.0002743
LOCAL NUMBER PORTABILITY		
Local Number Portability Query Service		
LNP Order Charge		$40.00
LNP Billing Charge		$274.00
Per query		$ 0.0032000
WHITE PAGES		
MID-PLAINS Directory		
Per book copy delivered to CLEC End User		$5.00
Per Book copy Delivered in Bulk to CLEC		$5.00*
**5% discount on orders over 500*		
Per Single Sided Informational Page		$100.00
Additional listing services- per listing		See Applicable Tariff
COLLOCATION		
Applicable to Cageless Physical Collocation Only		
Order Charge/Per Order		$ 278.16
COBO per Initial bay		$ 27,566.46
50%		$ 13,783.23
25%		$ 6,891.62
COBO ea add bay		$ 4,765.16
50%		$ 2,382.58
25%		$ 1,191.29
CO Floor Space/bay	$ 52.73	
COBO per Initial Large bay		$ 21,021.50
50%		$ 10,510.75
25%		$ 5,255.38
COBO ea add Large bay		$ 2,957.70
50%		$ 1,478.85
25%		$ 739.43
Order Charge/Connect Order		$ 357.75
CO Floor Space/Large bay	$ 200.16	

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

		Mid Plains Telephone	
		Monthly Recurring	Non Recurring
COLLOCATION			
Applicable to Caged Physical & Shared Cage Physical Collocation Only			
Order Charge per Connect Order			$ 497.13
COBO per initial 50 sqft			$ 53,096.61
	50%		$ 26,548.31
	25%		$ 13,274.15
COBO ea add 50 sqft			$ 13,703.38
	50%		$ 6,851.69
	25%		$ 3,425.85
Enclosure 1st 50 sqft			$ 3,370.72
enclosure ea add 50 sqft			$ 1,542.80
CO floor space/50 sqft		$ 486.39	
Applicable to All Physical Collocation Offerings			
Cable Pulling Ca Vault to Node -1st ft			$ 77.97
Cable pulling Ca Vault to Node -ea add ft			$ 0.78
Power Delivery/Power lead			$ 1,686.48
Space Reservation			$ 680.30
Entrance Conduit/innerduct/ft		$ 0.07	
Passive bay Term (bay&Panel)/DS1 term		$ 0.67	
Passive bay Term (bay&Panel)/DS3 term		$ 8.50	
200 Conductor Block (outside node)		$ 80.32	
Digital Timing Source/synch signal provided		$ 16.11	
DS1 repeater		$ 7.47	
DS3 repeater		$ 43.39	
Security Photo ID card/Security card			$ 9.25
Applicable to All Physical & Virtual Collocation Offerings			
Cable Vault Splicing - per initial			$ 192.55
Cable Vault Splicing - per subsequent			$ 14.27
Splice Testing - per Initial			$ 44.18
Splice Testing - per subsequent			$ 2.59
Cable Pulling MH to Cable Vault-1st ft			$ 208.94
Cable Pulling MH to Cable Vault-ea add ft			$ 1.04
Diverse Riser/flr traversed			$ 584.31
Power Consumption/Fuse Amp		$ 6.43	
200 Conductor Electrical Cross Connect Block		$ 80.32	
Digital Cross-Connect Panel(DSX3)/DS3 term		$ 19.12	
Digital Cross-Connect Panel(DSX1)/DS1 panel		$ 59.90	
Optical Cross-Conn panel/OCX Panel segment		$ 7.13	
Riser space/ft		$ 1.39	
Applicable to Virtual Collocation Only			
Service Order			$ 104.74
Cable Pulling-Vault to LGX Panel- 1st ft			$ 77.97
Cable Pulling-Vault to LGX Panel- ea add ft			$ 0.78
Proj Mgmt Fee - initial 7' bay			$ 2,721.18
Proj Mgmt Fee - ea subs 7' bay			$ 1,360.59
Proj Mgmt Fee - initial shelf			$ 2,040.89
Proj Mgmt Fee - ea addl shelf			$ 1,224.53
Proj Mgmt Fee - per rearrangement			$ 1,632.71
Power Delivery/7' Bay			$ 1,686.48
Thru Connect per DSX1 to DSX1		$ 0.26	$ 6.55
Thru Connect per OCX to OCX		$ 1.84	$ 6.55
7' bay (Co. provided/installed)/bay		$ 47.65	$ 367.98
7' bay (cust provided/installed)/bay		$ 34.50	
Riser Space/fiber termination		$ 1.91	
Digital Timing Source/timing ckt		$ 3.21	
Entrance Facility/ft		$ 0.07	
Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)			
Cable Racking/ft		$ 5.27	
Project Mgmt Fee			$ 899.96

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

	Mid Plains Telephone	
	Monthly Recurring	Non Recurring
Other Non-Recurring Activities		
Missed Appointment		Current Labor Rate
Miscellaneous Testing and other Labor billed at applicable tariffed rates		See Applicable Tariff
Premises Report		
T&M-Time and Material will be billed at Actual Costs		Current Costs
RESALE		
	RESALE DISCOUNTS	
	RECURRING	NON-RECURRING
Resale at Wholesale Discount for all tariffed items	5%	5%

APPENDIX
RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by MID-PLAINS and CLEC.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between CLEC and MID-PLAINS will be classified as either Local Calls, Internet traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. Local Calls are defined in Section 2.5.

2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in Appendix Pricing.

2.3 When CLEC establishes service in a new area, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

2.4 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

2.5 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e.,

within the same or different MID-PLAINS' Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.

2.5.1 Notwithstanding any other provision of the Agreement, Local Calls do not include any Internet traffic. Subject to the provisions set forth in Section 4 of the General Terms and Conditions, the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

2.6 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.7 Reciprocal Compensation applies to traffic terminated at either Parties' end office switch.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN) or if CPN is unavailable, then the Originating Local Routing Number (LRN).

3.3 If one Party is passing CPN and/or LRN, but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.4 Where SS7 connections exist between MID-PLAINS and CLEC, if the percentage of calls passed with CPN and/or LRN is greater than ninety percent (90%), all calls exchanged without CPN information and/or LRN will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN and/or LRN is less than ninety percent (90%), all calls passed without CPN and/or LRN will be billed as intraLATA switched access.

4. LOCAL TRAFFIC COMPENSATION

4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable rate elements can be found in Appendix Pricing.

4.2 End Office Termination Rate

4.2.1 The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. BILLING FOR MUTUAL COMPENSATION

5.1 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will continue to round by rate center.

6. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix set forth terms and conditions for Resale Services provided by MID-PLAINS and CLEC.

1.3 The prices at which MID-PLAINS agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 Except as otherwise expressed herein, consistent with MID-PLAINS' obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may purchase for resale Telecommunications Services offered at retail by MID-PLAINS at the discount set forth in Appendix Pricing.

2.2 MID-PLAINS will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by MID-PLAINS to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by MID-PLAINS to MID-PLAINS' End Users through tariff(s), the rules and regulations associated with MID-PLAINS' retail tariff(s) shall apply when the services are purchased for resale by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by MID-PLAINS to its End Users.

3.2 CLEC shall only sell Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding MID-PLAINS' retail tariff(s).

3.3 Except where otherwise explicitly permitted in MID-PLAINS' corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom MID-PLAINS offers such services (for example, residence service shall not be resold to business End Users)

3.4.1 CLEC may only resell "special needs services" as identified in specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by MID-PLAINS contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by MID-PLAINS retail for the same "special needs service", the End User has previously been certified as eligible for that "special needs service".

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with MID-PLAINS, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of MID-PLAINS' tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service". This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable MID-PLAINS' retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with MID-PLAINS, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with MID-PLAINS' retail tariff requirements, for obtaining and retaining

any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 Life-Line and Link-UP Service

3.4.2.1 Life-Line and Link-Up services are not available for resale.

3.4.2.2 When an End User is currently receiving Life-Line or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.2.3 CLEC may obtain Life-Line or Link-Up indicator data from MID-PLAINS' existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.2.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.2.4 If no MID-PLAINS' Life-Line and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any Life-Line or Link-Up program offered by MID-PLAINS.

3.5 Promotions

3.5.1 MID-PLAINS' promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of MID-PLAINS' corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate MID-PLAINS' federal and state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 MID-PLAINS shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by MID-PLAINS as the incumbent local exchange carrier.

3.11 When a MID-PLAINS' End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING listed as "Service Order-Subsequent" and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on non-recurring service order charges for resale services as listed in Appendix Pricing under the heading "Resale".

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being

provided to the End User on MID-PLAINS' network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.12 If CLEC is in violation of any provision of this Appendix, MID-PLAINS will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify MID-PLAINS in writing that the violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 MID-PLAINS' services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.

4. ANCILLARY SERVICES

4.1 MID-PLAINS will afford CLEC's End Users the ability to make E911 calls to the same extent as MID-PLAINS' customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by MID-PLAINS, CLEC shall, provide MID-PLAINS with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by MID-PLAINS for purposes of E911 administration.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to MID-PLAINS' practices, as well as the rules and regulations applicable to the provision of White Pages directories, MID-PLAINS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. MID-PLAINS will include CLEC End Users when it sells or otherwise transfers listings to other parties.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases MID-PLAINS from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to MID-PLAINS under this Appendix.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend MID-PLAINS and MID-PLAINS' officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and MID-PLAINS, and/or against MID-PLAINS alone. The Parties agree to comply with the indemnification procedures described in Sections 12.6 through 12.9 of the General Terms and Conditions for any indemnification claims arising out of this section.

4.5 If CLEC's End User already has a current MID-PLAINS' local White Pages directory, MID-PLAINS shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to MID-PLAINS' End Users, MID-PLAINS shall provide CLEC's End Users access to MID-PLAINS' Directory Assistance services. CLEC shall pay MID-PLAINS the charges attributable to Directory Assistance services utilized by CLEC's End Users.

4.7 Except where expressly stated, the terms and conditions for including CLEC End User listings in MID-PLAINS' White Page directories, as well as distribution of such directories to CLEC and/or CLEC End User's, is a product offering available through MID-PLAINS' directory publisher.

4.8 Subject to any blocking that may be ordered by CLEC for its End Users', MID-PLAINS will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC

shall pay the charges associated with the utilization of OS by CLEC's End Users.

4.9 Suspension of Service

4.9.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.9.2 MID-PLAINS will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated MID-PLAINS' retail tariff rate for company initiated suspension of service.

4.9.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.9.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.9.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. RESPONSIBILITIES OF MID-PLAINS

5.1 MID-PLAINS shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic mail.

5.2 MID-PLAINS shall implement CLEC service orders within the same time intervals MID-PLAINS uses to implement service orders for similar services for its own End Users.

5.2.1 Methods and procedures for ordering are outlined in the CLEC/TC Order Process Manual. All Parties agree to abide by the procedures contained therein.

5.3 CLEC will have the ability to report trouble for its End Users to the appropriate MID-PLAINS' trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC End Users calling MID-PLAINS will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch MID-PLAINS' network facilities, including those on End User premises.

5.3.1 Methods and procedures for trouble reporting are outlined in the CLEC/TC Order Process Manual. All Parties agree to abide by the procedures contained therein.

5.4 MID-PLAINS shall make Telecommunications Services that MID-PLAINS provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations.

5.5 CLEC's End User's activation of Call Trace shall be handled by the MID-PLAINS' operations centers responsible for handling such requests. MID-PLAINS shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

5.5.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

5.5.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify MID-PLAINS against any Claim that insufficient information led to inadequate prosecution.

5.6 MID-PLAINS shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6. RESPONSIBILITIES OF CLEC

6.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations,

and shall assume responsibility for applicable charges as specified in Section 258(b) of the Act. MID-PLAINS shall abide by the same applicable laws and regulations.

6.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies MID-PLAINS or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.

6.2.1 MID-PLAINS shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such authorization it has obtained available to MID-PLAINS upon request and at no charge.

6.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, MID-PLAINS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, MID-PLAINS may reclaim the facilities.

6.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

6.5 Should MID-PLAINS receive an order from CLEC for services under this Appendix, and MID-PLAINS is currently providing the same services to another local service provider for the same End User, CLEC agrees that MID-PLAINS may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 6.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from MID-PLAINS.

6.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided,

however, CLEC shall not be responsible for payment of charges for any retail services furnished by MID-PLAINS directly to End Users and billed by MID-PLAINS directly to End Users.

6.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by MID-PLAINS for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by MID-PLAINS.

6.7 MID-PLAINS shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by MID-PLAINS directly to End Users and billed by MID-PLAINS directly to End Users.

6.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

6.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6.9 CLEC shall be responsible for providing to its End Users and to MID-PLAINS a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

6.9.1 In the event that CLEC's End Users contact MID-PLAINS with regard to repair requests, MID-PLAINS shall inform such End Users to call CLEC and shall provide CLEC's contact number.

6.10 Except where otherwise required by law, CLEC shall not, without MID-PLAINS' prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of MID-PLAINS or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with MID-PLAINS in the provision of Telecommunications Services to CLEC's customers.

6.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

6.12 CLEC will provide forecasts to MID-PLAINS every January and July in a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by MID-PLAINS and CLEC.

1.3 The prices at which MID-PLAINS agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

2.1 MID-PLAINS shall make available access to poles, ducts, conduits and Rights-of-way along MID-PLAINS' distribution network that are owned or controlled by MID-PLAINS (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").

2.1.1 "Rights-of-way" means (i) a legal interest of MID-PLAINS in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) MID-PLAINS' owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

2.1.2 The availability of MID-PLAINS' Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 14, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which MID-PLAINS owns and controls Structure or interests therein.

2.2 MID-PLAINS will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, MID-PLAINS will, in good faith explore potential accommodations with CLEC. If MID-PLAINS denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, MID-PLAINS will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the MID-PLAINS' Structure it uses. CLEC shall indemnify MID-PLAINS against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

2.4.1 Where necessary to accommodate a request for access of CLEC, and provided MID-PLAINS has not denied access as described in Section 2.2, MID-PLAINS will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, MID-PLAINS may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through MID-PLAINS-approved contractors in circumstances where MID-PLAINS is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a

bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

2.5 Before commencing the work necessary to provide such additional capacity, MID-PLAINS will notify all other Parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, MID-PLAINS shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including MID-PLAINS, that desire to modify their Attachments.

2.6 If CLEC requests access to a MID-PLAINS' Right-of-way where MID-PLAINS has no existing Structure, MID-PLAINS shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if MID-PLAINS desires to extend its own Attachments, MID-PLAINS will construct Structure to accommodate CLEC's Attachments.

2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of MID-PLAINS, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including MID-PLAINS, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including MID-PLAINS, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including MID-PLAINS, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including MID-PLAINS, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

2.8 All modifications to MID-PLAINS' Structure will be owned by MID-PLAINS. CLEC and other parties, including MID-PLAINS, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by MID-PLAINS or by other attaching parties. Work performed by CLEC on, in or about MID-PLAINS' Structures shall be performed by properly trained, competent workmen skilled in the trade. MID-PLAINS will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by MID-PLAINS for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide MID-PLAINS with notice before entering or climbing any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. ACCESS REQUESTS

4.1 Any request by CLEC for access to MID-PLAINS' Structure shall be in writing and submitted to MID-PLAINS. MID-PLAINS may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to MID-PLAINS' Structure shall be pursuant to a permit issued by MID-PLAINS for each request for access. The MID-PLAINS' Manager- Network Operations shall be responsible for processing requests for access to MID-PLAINS' Structure, administration of the process of delivery of access to MID-PLAINS' Structure and for all other matters relating to access to MID-PLAINS' Structure. In the event

of disputes that cannot be resolved with the MID-PLAINS' Manager-Network Operations, either Party may invoke the dispute resolution procedures in the General Terms and Conditions of this Agreement. CLEC shall provide MID-PLAINS with notice before entering any MID-PLAINS' Structure.

5. UNUSED SPACE

5.1 Except for maintenance ducts as provided in Section 6 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by MID-PLAINS shall be available for the Attachments of CLEC, MID-PLAINS or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may provide MID-PLAINS with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an as need basis.

6. MAINTENANCE DUCTS

6.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

7. APPLICABILITY

7.1 The provisions of this Appendix shall apply to all MID-PLAINS' Structure now occupied by CLEC.

8. OTHER ARRANGEMENTS

8.1 CLEC's use of MID-PLAINS' Structure is subject to any valid, lawful and nondiscriminatory arrangements MID-PLAINS may now or hereafter have with others pertaining to the Structure.

8.2 Cost of Certain Modifications

8.2.1 If MID-PLAINS is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by MID-PLAINS or another

attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment within the foregoing period, CLEC authorizes MID-PLAINS to move such Attachment at CLEC's expense.

9. MAPS AND RECORDS

9.1 MID-PLAINS will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure; provided that MID-PLAINS may redact any Proprietary Information (of MID-PLAINS or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. MID-PLAINS does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

10. OCCUPANCY PERMIT

10.1 CLEC occupancy of Structure shall be pursuant to a permit issued by MID-PLAINS for each requested Attachment. Any such permit shall terminate:

10.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

10.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date MID-PLAINS has notified CLEC that such Structure is available for CLEC's Attachments, provided that CLEC may request from MID-PLAINS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be made. If no other party requires the space requested by CLEC at the time of the extension, MID-PLAINS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

10.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days, provided that CLEC may request from MID-PLAINS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be put back into service. If no other party

requires the space requested by CLEC at the time of the extension, MID-PLAINS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

10.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from MID-PLAINS.

10.2 If MID-PLAINS ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, MID-PLAINS shall:

10.2.1 Provide CLEC notice within ten (10) Business Days after MID-PLAINS has knowledge of such fact and

10.3 MID-PLAINS will provide CLEC with at least sixty (60) days written notice prior to:

10.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,

10.3.2 Any increase in the rates for Attachments to MID-PLAINS' Structure permitted by the terms of this Appendix, or

10.3.3 Any modification to MID-PLAINS' Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

10.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, MID-PLAINS shall remove CLEC's Attachments at CLEC's expense.

10.5 If MID-PLAINS discovers that CLEC has placed an Attachment on MID-PLAINS' Structure without a valid permit, MID-PLAINS shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to MID-PLAINS within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.

10.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

10.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

10.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, MID-PLAINS shall have the right to remove such unauthorized Attachment from MID-PLAINS' Structure at CLEC's expense.

11. INSPECTIONS

11.1 MID-PLAINS may make periodic inspections of any part of the Attachments of CLEC located on MID-PLAINS' Structure. Where reasonably practicable to do so, MID-PLAINS shall provide prior written notice to CLEC of such inspections.

11.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, MID-PLAINS may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

12. DAMAGE TO ATTACHMENTS

12.1 Both CLEC and MID-PLAINS will exercise precautions to avoid damaging the Attachments of the other or to any MID-PLAINS' Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

13. CHARGES

13.1 MID-PLAINS' charges for Structure provided hereunder shall be determined in compliance with the regulations issued in the Report and Order *In the Matter of Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-151 Amendment of the Commission's Rules and Policies Governing Pole Attachments Adopted: February 6, 1998 Released: February 6, 1998. MID-PLAINS reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, MID-PLAINS reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is

any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work. If MID-PLAINS considers an Attachment to be an Extraordinary Attachment, MID-PLAINS will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLECs access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the attachment.

14. NONDISCRIMINATION

14.1 Except as otherwise permitted by Applicable Law, access to MID-PLAINS-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which MID-PLAINS provides its Structure to itself, its Affiliates, Customers, or any other person.

15. INTERCONNECTION

15.1 Upon request by CLEC, MID-PLAINS will permit the interconnection of ducts or conduits owned by CLEC in MID-PLAINS' manholes. However, such interconnection in MID-PLAINS' manholes will not be permitted where modification of MID-PLAINS' Structure to accommodate CLEC's request for interconnection is possible.

15.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on MID-PLAINS' Structure with the Attachments of other attaching parties in or on MID-PLAINS' Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. MID-PLAINS will provide a written response to CLEC's request within forty-five (45) calendar days of MID-PLAINS' receipt of such request.

15.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 15.

16. COST IMPUTATION

16.1 MID-PLAINS will impute costs consistent with the rules under Section 224 (g) of the Act.

17. STRUCTURE ACCESS CENTER

17.1 Request for access to MID-PLAINS' Structure shall be made through MID-PLAINS' Manager-Network Operations, which shall be CLEC's single point of contact for all matters relating to CLEC's access to MID-PLAINS' Structure. The Manager-Network Operations shall be responsible for processing requests for access to MID-PLAINS' Structure, administration of the process of delivery of access to MID-PLAINS' Structure and for all other matters relating to access to MID-PLAINS' Structure.

18. STATE REGULATION

18.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state of Wisconsin in which MID-PLAINS owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

19. ABANDONMENT, SALES, OR DISPOSITIONS

19.1 MID-PLAINS shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, MID-PLAINS shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

20. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

20.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.

1.2 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which MID-PLAINS agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple MID-PLAINS' UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from MID-PLAINS. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with MID-PLAINS' network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.3 The prices at which MID-PLAINS agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

1.4 Except in the case of amendment pursuant to the terms of this Agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1 MID-PLAINS and CLEC may agree to connect CLEC's facilities with MID-PLAINS' network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service.

2.2 MID-PLAINS will provide CLEC nondiscriminatory access to UNEs:

2.2.1 At any technically feasible point;

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE;

2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge;

2.2.5 With technical information regarding MID-PLAINS' network facilities to enable CLEC to achieve access to UNEs;

2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends;

2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers;

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which MID-PLAINS provides such elements to itself.

2.2.9 Only to the extent it has been determined by the FCC or Commission that these elements are required by the "necessary" and "impair" standards of the Act. In the event that the FCC or Commission changes the list of required unbundled network elements, the Parties shall comply with Section 4.0 of the General Terms and Conditions to make the necessary revisions to this Appendix.

2.3 As provided for herein, MID-PLAINS will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, MID-PLAINS will provide use of that feature, function, or capability for a period of time.

2.4 MID-PLAINS will maintain, repair, or replace UNEs as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what MID-PLAINS provides itself or any subsidiary, affiliate, or other party.

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of MID-PLAINS.

2.8 MID-PLAINS will not connect to or combine UNE's with any non-251 (c)(3) or other MID-PLAINS' service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as MID-PLAINS may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way MID-PLAINS provides services to its own end users, affiliates, or other carriers. MID-PLAINS will provide access to UNEs where technically feasible. Where facilities and equipment are not available, MID-PLAINS shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, MID-PLAINS may agree to provide UNEs, through the Bona Fide Request (BFR) process. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the MID-PLAINS' exchange areas.

2.9.2 Subject to the terms herein, MID-PLAINS is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. MID-PLAINS is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit MID-PLAINS to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.

2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS the Parties agree to the following:

2.9.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

2.9.5.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

2.9.5.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

2.9.6 When a MID-PLAINS' provided tariffed or resold service is replaced by CLEC's facility based service using any MID-PLAINS' provided UNE(s), CLEC shall issue an appropriate service request, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This request will be processed by MID-PLAINS, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using MID-PLAINS' provided UNEs is converted to a different CLEC's service which also uses any MID-PLAINS' provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This request will be processed by MID-PLAINS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the MID-PLAINS' Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with MID-PLAINS' technical publications or other written descriptions, if any, as changed from time to time by MID-PLAINS at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as MID-PLAINS provides for itself, any affiliate or any other telecommunications carrier.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 MID-PLAINS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and three days after the conversion date, consistent with the suspension MID-PLAINS places on itself for orders from its customers. MID-PLAINS will provide CLEC with at least the notice required under 2.10.2.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of MID-PLAINS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.11 CLEC may order from MID-PLAINS multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.

2.12 MID-PLAINS shall provide a Single Point of Contact ("SPOC") for purposes of problem resolution or escalation at MID-PLAINS' ordering and provisioning center. Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. MID-PLAINS shall provide an up to date escalation list via account management. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.

2.13 MID-PLAINS will provide CLEC with a Firm Order Confirmation (FOC) for each order. If MID-PLAINS encounters a circumstance where it is aware that it cannot meet the above requirements, MID-PLAINS must provide notice to CLEC. The FOC will contain the MID-PLAINS'commitment date for order completion (**"Committed Due Date"**), which Committed Due Date shall be established on a

nondiscriminatory basis with respect to installation dates for comparable orders at such time.

2.14 MID-PLAINS shall provide notification of any instances when MID-PLAINS' Committed Due Dates are in jeopardy of not being met by MID-PLAINS on any element or feature contained in any order for a Unbundled Network Element.

2.15 CLEC may request and MID-PLAINS may agree to perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Unbundled Network Elements purchased by CLEC in order to identify any performance problems at Time and Material charges as reflected in Appendix Pricing or the applicable tariff.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which MID-PLAINS agrees to provide CLECs with access on an unbundled basis to loops, and dedicated transport and the conditions under which MID-PLAINS makes these methods available. These methods provide CLEC access to multiple MID-PLAINS' UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, and dedicated transport within a requested MID-PLAINS' Central Office.

3.1.1.1 (Method 1)

MID-PLAINS will extend MID-PLAINS' UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

MID-PLAINS will extend MID-PLAINS' UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.2 The following terms and conditions apply to all methods when MID-PLAINS provides access pursuant to Sections 3.1.

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, MID-PLAINS will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 The CLEC may cancel the request at any time, but will pay MID-PLAINS' reasonable and demonstrable costs for modifying MID-PLAINS' Central Office up to the date of cancellation.

3.2.3 CLEC may elect to access MID-PLAINS' UNEs through Physical Collocation arrangements.

3.2.4 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.2.5 CLEC shall refer trouble sectionalized in the MID-PLAINS' UNE to MID-PLAINS.

3.2.6 Prior to MID-PLAINS providing access to UNEs under this Appendix, CLEC and MID-PLAINS shall provide each other with a point of contact for overall coordination.

3.2.7 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.8 All tools, procedures, and equipment used by CLEC to connect to MID-PLAINS' network shall comply with technical standards of MID-PLAINS to reduce the risk of damage to the network and customer disruption.

3.2.9 CLEC shall be responsible for CLEC's personnel observing MID-PLAINS' site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If MID-PLAINS for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on MID-PLAINS' premises, CLEC shall immediately comply with such request. Such person shall leave MID-PLAINS' premises promptly, and CLEC shall not furnish such person again to perform work on MID-PLAINS' premises without MID-PLAINS' consent.

3.2.10 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.9 have been satisfied for each employee requiring access to MID-PLAINS' premises and/or facilities. MID-PLAINS' identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to MID-PLAINS' premises will be granted only to CLEC employees with such identification.

3.2.11 CLEC shall designate each network element being ordered from MID-PLAINS. CLEC shall provide a contact to receive assignment information from MID-PLAINS regarding location of the extended UNEs.

3.2.12 MID-PLAINS will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with MID-PLAINS shall be referred to such contact numbers.

3.2.13 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in MID-PLAINS' equipment areas.

3.2.14 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.14.1 Where applicable, costs for modifying a building or preparing the premises for access to MID-PLAINS' UNEs will be made on an individual case basis (ICB).

3.2.14.2 MID-PLAINS will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, MID-PLAINS will ensure that the first CLEC obtaining Access to UNEs in a MID-PLAINS' premises will not be responsible for the entire cost of site preparation and security.

3.2.14.3 MID-PLAINS will contract for and perform the construction and preparation activities using same or consistent practices that are used by MID-PLAINS for other construction and preparation work performed in the building.

4. AVAILABILITY OF UNDEFINED UNEs

4.1 Any request by CLEC for access to a MID-PLAINS' Network Element that is not already available as provided herein and that MID-PLAINS is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 4.2 below. This Bona Fide Request process described in Section 4.2 applies to each Bona Fide Request submitted in the MID-PLAINS' Territory.

4.2 Bona Fide Request Process

4.2.1 A Bona Fide Request (**"BFR"**) is the process by which CLEC may request MID-PLAINS to provide CLEC access to new, undefined UNE, (a "Request"), that is required to be provided by MID-PLAINS under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

4.2.2 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth herein. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

4.2.3 CLEC is responsible for all costs incurred by MID-PLAINS to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate MID-PLAINS for its costs incurred to complete the Preliminary Analysis of the BFR:

4.2.3.1 Include with its BFR Application Form a $2,000 deposit to cover MID-PLAINS' preliminary evaluation costs, in which case MID-PLAINS, may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

4.2.3.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by MID-PLAINS to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

4.2.4 If CLEC submits a $2,000 deposit with its BFR, and MID-PLAINS is not able to process the Request or determines that the Request does not qualify for BFR treatment, then MID-PLAINS will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option

of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

4.2.5 Upon written notice, CLEC may cancel a BFR at any time, but will pay MID-PLAINS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date MID-PLAINS received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

4.2.6 MID-PLAINS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt MID-PLAINS will acknowledge receipt of the BFR and in such acknowledgement, advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once MID-PLAINS has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

4.2.7 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, MID-PLAINS will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that MID-PLAINS will offer the Request to CLEC or (ii) advise CLEC that MID-PLAINS will not offer the Request. If MID-PLAINS indicates it will not offer the Request, MID-PLAINS will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by MID-PLAINS under the Act and/or, iii) that the BFR is not the correct process for the request.

4.2.8 If the Preliminary Analysis indicates that MID-PLAINS will offer the Request, CLEC may, at its discretion, provide written authorization for MID-PLAINS to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by MID-PLAINS within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to MID-PLAINS all demonstrable costs as set forth above.

Any request by CLEC for MID-PLAINS to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

4.2.9 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, MID-PLAINS shall provide to CLEC a BFR Quote.

4.2.10 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse MID-PLAINS for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If MID-PLAINS does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse MID-PLAINS for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

4.2.11 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

4.2.12 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

5. NETWORK INTERFACE DEVICE

5.1 The Network Interface Device (NID) is the unbundled network element that connects MID-PLAINS' loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to MID-PLAINS' distribution plant. CLEC access to the NID is offered as specified below.

5.2 MID-PLAINS will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through MID-PLAINS' NID. The CLEC must establish the connection to MID-PLAINS' NID through an adjoining NID.

5.3 CLEC may connect to the customer's inside wire at the MID-PLAINS' NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by MID-PLAINS based on time and material charges. Such charges are reflected in the Appendix Pricing. MID-PLAINS, at the request

of CLEC, will disconnect the MID-PLAINS' local loop from the NID, at charges reflected in the Appendix Pricing.

5.3.1 MID-PLAINS will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. MID-PLAINS will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and MID-PLAINS will reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. MID-PLAINS will move a working internal NID to an external location at MID-PLAINS' existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work.

5.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via MID-PLAINS' NID where necessary.

5.5 The MID-PLAINS' NIDs that CLEC uses under this Appendix will be existing NIDs installed by MID-PLAINS to serve its customers.

5.6 Upon request, MID-PLAINS will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a "Premise Visit" charge shall apply at charges reflected in the Appendix Pricing.

5.7 CLEC shall not attach to or disconnect MID-PLAINS' ground. CLEC shall not cut or disconnect MID-PLAINS' loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

6. LOCAL LOOP

6.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a MID-PLAINS' Central Office and the loop demarcation point at an End User premises, including any inside wire owned by MID-PLAINS. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below. The loop network element includes all features, functions and capabilities of the transmission facilities, [except for those used to provision advanced services, such as DSLAMs] owned by MID-PLAINS, between MID-PLAINS' central office and the loop

demarcation point at the customer premise. MID-PLAINS shall, upon request, condition loops to attain full functionality and capabilities.

6.2 MID-PLAINS will provide at the rates, terms, and conditions set out in this Appendix and in the Appendix Pricing, on the following:

6.2.1 2-Wire Analog Loop

6.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

6.2.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) MID-PLAINS will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, MID-PLAINS will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

6.2.3 2-Wire Digital Loop

6.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

6.2.3.2 A 2 Wire 1.544 Mbps Digital Loop is a transmission path which facilitates the transmission of a 1.544 Mbps signal over a 2 wire, non-loaded twisted cable pair that meets the industry specifications for 1.544 Mbps transmission. 2 Wire Digital Loops are only available where existing copper facilities meet industry standards for 1.544 Mbps transmissions.

6.2.4 4-Wire Digital Loop

6.2.4.1 A 4-Wire 64 Kbps digital loop is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in MID-PLAINS' End Office.

6.2.5 DSL-Capable Loop

6.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7. INTEROFFICE TRANSPORT

7.1 The Interoffice Transport (IOT) network element is defined as MID-PLAINS' interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by MID-PLAINS, or requesting CLEC, or between switches owned by MID-PLAINS or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request

7.2 MID-PLAINS will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

7.3 Unbundled Dedicated Transport

7.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by MID-PLAINS or between a Wire Center or switch owned by MID-PLAINS and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

7.3.2 MID-PLAINS will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps).

8. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

8.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair and billing functions supported by MID-PLAINS' databases and information. MID-PLAINS will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

9. CROSS CONNECTS

9.1 The applicable Loop cross connects to point of access for the purpose of CLEC combining a MID-PLAINS' Loop with another MID-PLAINS' UNE are as follows:

9.1.1 2-Wire Analog Loop to UNE Connection Methods point of access

9.1.2 2-Wire 1.544 Mbps Digital Loop to UNE Connection Methods point of access

9.1.3 2-Wire Digital Loop to UNE Connection Methods point of access

9.1.4 4 -Wire Digital Loop to UNE Connection Methods point of access

10. MAINTENANCE OF ELEMENTS

10.1 If trouble occurs with unbundled network elements provided by MID-PLAINS, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in MID-PLAINS' equipment and/or facilities, CLEC will issue a trouble report to MID-PLAINS.

10.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and MID-PLAINS dispatches personnel to the End User's premises or a MID-PLAINS' Central Office and trouble was not caused by MID-PLAINS' facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable tariffs.

10.3 CLEC shall pay Time and Material charges when MID-PLAINS dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.

10.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

10.5 If CLEC issues a trouble report allowing MID-PLAINS access to the End User's premises, MID-PLAINS and CLEC shall schedule an appointment for access to such End User's premises. If MID-PLAINS' personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply for the period of time that MID-PLAINS' personnel are dispatched. Subsequently, if MID-PLAINS' personnel are allowed access to the premises, these charges will still apply.

10.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate

categories. Basic Time is work-related efforts of MID-PLAINS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of MID-PLAINS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of MID-PLAINS performed other than on a normally scheduled workday.

10.7 If CLEC requests or approves a MID-PLAINS' technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITION

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX WP

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APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.

1.2 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by MID-PLAINS and CLEC.

1.3 The prices at which MID-PLAINS agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing.

2. SERVICE PROVIDED

2.1 MID-PLAINS publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include alphabetical listings information for its End Users in the appropriate MID-PLAINS' White Pages directories.

2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.

2.3 Subject to MID-PLAINS' practices, as well as the rules and regulations applicable to the provision of WP directories, MID-PLAINS will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and MID-PLAINS' practices are subject to change from time to time.

2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to MID-PLAINS, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as MID-PLAINS may require to prepare and print the alphabetical listings of said directory.

2.5 CLEC may provide CLEC's subscriber listing information to MID-PLAINS for inclusion in the WP directory via either a mechanical or manual feed of the listing information to MID-PLAINS' directory listing database.

2.6 CLEC may choose to have its End User listings alphabetically interfiled (interspersed) with MID-PLAINS' subscriber listings of the WP directory. Sixty

(60) days prior to the business office close date for a particular directory, MID-PLAINS shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to MID-PLAINS any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.

2.7 Each CLEC subscriber will receive one copy per primary End User listing of MID-PLAINS' White Pages directory in the same manner and at the same time that they are delivered to MID-PLAINS' subscribers during the annual delivery of newly published directories. MID-PLAINS has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to MID-PLAINS written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, MID-PLAINS will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

2.8 MID-PLAINS will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide MID-PLAINS with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to MID-PLAINS' approval.

2.9 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than MID-PLAINS' "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to MID-PLAINS the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 CLEC authorizes MID-PLAINS to include and use the subscriber listing information provided to MID-PLAINS pursuant to this Appendix in MID-PLAINS' appropriate printed WP directory. Included in this authorization is the exchange of extended area service listings MID-PLAINS provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 251(b)(3) and any applicable

state regulations and orders. Also included in this authorization is MID-PLAINS' use of CLEC's subscriber listing information in MID-PLAINS' current and future directory.

4. PRICING

4.1 The rates for the services described herein are identified in Appendix PRICING. If CLEC provides its subscriber listing information to MID-PLAINS' listings database, MID-PLAINS will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in MID-PLAINS' WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. MID-PLAINS has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

4.2 MID-PLAINS has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.7 above. While MID-PLAINS has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, MID-PLAINS will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, MID-PLAINS will provide the directories in bulk to CLEC and will assess a per book charge.

4.3 Where a CLEC End User requires additional listings to appear in the WP directory, MID-PLAINS will assess CLEC a charge for such listings at existing MID-PLAINS' tariff rates. In addition, for those CLEC End Users served by CLEC via a MID-PLAINS' unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in MID-PLAINS' WP directory at MID-PLAINS' tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

5.1 Except as stated in Section 3 herein, MID-PLAINS shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall MID-PLAINS authorize any other company or any person to use the subscriber listing information for any other purpose. MID-PLAINS shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures MID-PLAINS takes to protect its own

listings from unauthorized use), whether by MID-PLAINS, its agents, employees or others.

6. LIABILITY

6.1 CLEC hereby releases MID-PLAINS from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to MID-PLAINS under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

6.2 CLEC shall indemnify, protect, save harmless and defend MID-PLAINS (or MID-PLAINS' officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and MID-PLAINS, and/or against MID-PLAINS alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, MID-PLAINS may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse MID-PLAINS for reasonable attorney's fees and other expenses incurred by MID-PLAINS in handling and defending such demand, claim and/or suit.

6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of MID-PLAINS' WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

8.1 This Appendix shall continue in force for one (1) year or until terminated by sixty (60) calendar days prior written notice by either Party to the other. Upon termination, MID-PLAINS shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.