

RECIPROCAL COMPENSATION AGREEMENT

This Reciprocal Compensation Agreement (the "Agreement") is made on November 2, 2005 ("Effective Date") by and between T-Mobile USA, Inc. and its Affiliates (collectively, "T-Mobile"), a Delaware corporation with offices at 12920 SE 38th Street, Bellevue, WA 98006, and Baldwin Telecom, Inc. (hereafter "Baldwin"), a Wisconsin corporation with offices at 930 Maple Street, Baldwin, Wisconsin 54002. This Agreement covers services in the State of Wisconsin. T-Mobile and Baldwin are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, T-Mobile is authorized by the Federal Communications Commission to provide Commercial Mobile Radio Service and provides such service to its end user customers; and,

WHEREAS, Baldwin is a certified provider of local exchange service in the State of Wisconsin; and,

WHEREAS, the mutual exchange and termination of Traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to establish a compensation arrangement that compensates each other for terminating Traffic that originates on the other Party's network; and

WHEREAS, the Parties agree that this Agreement will be filed by Baldwin with the State Commission and will be deemed accepted unless the State Commission rules otherwise.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of Sections 251-52 of the Act, T-Mobile and Baldwin hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage that such term may have within the telecommunications industry.

- 1.1. “Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, including by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.
- 1.2. An “Affiliate” of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- 1.3. “Business Day” shall mean any day from Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.4. “Commercial Mobile Radio Service” or “CMRS” is as defined at 47 C.F.R. § 20.3.
- 1.5. “End Office Switch” or “End Office” means the telephone company switch to which a telephone subscriber is connected and which actually delivers dial tone to that subscriber and also establishes line to line, line to trunk, and trunk to line connections.
- 1.6. “End User Customer” means a calling or called party which originates or terminates Traffic from either Party’s network, including such traffic that is routed via a third-party Tandem Switch. Included in End User Customers are other wireless service provider end user customers that use T-Mobile’s network to terminate calls to Baldwin’s End User Customers.
- 1.7. “FCC” means Federal Communications Commission.
- 1.8. “InterMTA Traffic” means the completion of wireless to wireline and wireline to wireless calls which originate and terminate in different major trading areas based on the location of the cell site serving the T-Mobile End User Customer and the End Office serving the Baldwin End User Customer.
- 1.9. “IXC” or “Interexchange Carrier” means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and by the State Commission to provide intrastate long distance communications services.
- 1.10. “Local Exchange Carrier” or “LEC” means any company certificated by the State Commission to provide local exchange telecommunications service.
- 1.11. “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and rating information.
- 1.12. “Major Trading Area” or “MTA” means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

1.13. A “Mobile Switching Center” or “MSC” is a switching facility on a CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

1.14. “North American Numbering Plan” or “NANP” means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.

1.15. “Point of Interconnection” or “POI” means the agreed upon point of demarcation for the exchange of Subject Traffic between the Parties.

1.16. “Rate Center” means the specific geographic point and corresponding geographic area that are associated with each particular NPA-NXX. Such geographic point is identified by a specific V&H coordinate that is used by Baldwin to calculate distance-sensitive charges for end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.17. “Reciprocal Compensation” means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier’s network facilities of Subject Traffic that originates on the network facilities of the other carrier, as required by Section 251(b)(5) of the Act and implementing regulations.

1.18. “State Commission” means the Public Service Commission of Wisconsin.

1.19. “Subject Traffic” means the completion of wireless to wireline and wireline to wireless calls which originate and terminate in the same major trading area based on the location of the cell site serving the T-Mobile End User Customer at the beginning of the call and the End Office serving the Baldwin End User Customer.

1.20. “Tandem Switch” or “Tandem Office” is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, other Tandem Switches, aggregation points, points of termination, or points of presence.

1.21. “Telcordia Technologies” or “Telcordia”, formerly known as Bellcore, means the organization formerly owned jointly by the Bell regional holding companies and now owned by Science Applications International Corp. (SAIC), and that conducts research and development projects, including development of new telecommunications services. Telcordia also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.22. “Traffic” means InterMTA Traffic and Subject Traffic.

**ARTICLE II:
GENERAL PROVISIONS**

2. General Provisions

2.1. Rural Telephone Company. Baldwin represents that Baldwin is a rural telephone company and is entitled to a rural exemption as provided by 47 U.S.C. § 251(f)(1).

2.2. State Approval. This negotiated Agreement and any amendment or modification hereof will be submitted to the State Commission for approval in accordance with Section 252(e)(1) of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith, such revisions as may reasonably be required to achieve approval.

2.3. Scope of the Agreement.

2.3.1. This Agreement addresses (i) Traffic indirectly exchanged between the Parties' respective networks via the Tandem Switching facilities of a third party; and (ii) Baldwin-provided transit service which enables T-Mobile to send traffic to a third party wireline carrier.

2.3.2. At T-Mobile's request, or upon agreement of the Parties, the Parties will augment the existing form of indirect interconnection with a direct connection.

2.3.3. The Parties agree that ISP bound traffic between them, if any, is presently de minimis. If a Party has reason to believe that ISP bound traffic is not de minimis, that Party may reopen negotiations to determine an appropriate method for identifying, transporting, and determining the compensation for such traffic. If the Parties are unable to reach agreement, the matter shall be resolved using the arbitration procedures under the Act.

2.4. Term and Termination.

2.4.1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be three (3) years from the Effective Date and thereafter shall continue in effect for ninety (90) day terms until either Party gives the other Party at least thirty (30) days written advance notice of termination. Where a notice of termination is given, either Party may, prior to actual date of termination, give notice under Section 251-52 of the Act of its desire to negotiate a successor agreement, in which case this Agreement shall continue in effect until the earlier of the date when a new agreement becomes effective, or the date when all relevant time periods and extensions of such periods for negotiation and/or arbitration under the Act have passed with no new agreement having become effective.

2.4.2. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party, provided however that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default

within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

2.4.2.1. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; and/or

2.4.2.2. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4.3. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of this Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

2.5. Assignment. No Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, and with written notice to the other Party, a Party may assign this Agreement to (a) any entity resulting from any merger, consolidation or other reorganization involving the Party, (b) any individual or entity to which the Party transfers substantially all of the assets and business of the Party, or (c) any entity that controls, is controlled by, or is under common control with the Party, or of which the Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

2.5.1. Nothing in this Agreement will prohibit either Party from enlarging its network whether through new construction, acquisition of or consolidation with existing systems, or by assuming management responsibilities for other providers, under a party's brand name and license; provided that each party agrees to notify the other party if an enlargement will materially effect the other party's network. Traffic originated or terminated on such extended networks will be subject to the terms and conditions of this Agreement. Both parties agree that they may contact each other at the contact information set forth in Section 2.19 to effectuate this Section 2.5.1.

2.6. Billing and Payment.

2.6.1. Billing. Charges provided for in Appendix A shall be billed by each Party monthly. Parties agree to pay all charges specified in Appendix A within forty-five (45) calendar days of the date the bill was received. For purposes of this Section 2.6 of the Agreement, the Party sending a bill to the other Party is referred to as the "Billing Party" and the Party receiving a bill from the other Party is referred to as the "Invoiced Party." Backbilling by either Party shall be limited to a nine month period, provided, however, that the parties agree to a true-up back to the Effective Date.

2.6.2. Dispute. If either Party disputes a billing statement received from the other Party, the Invoiced Party shall notify the Billing Party in writing regarding the nature and the basis of the dispute within nine (9) months of the statement date or the dispute shall be waived. The Parties shall work diligently and in good faith toward resolution of all billing issues.

2.6.3. Late Payment Charges. If any undisputed amount due on the billing statement is not received by the Billing Party on the payment date, the Billing Party may charge, and the Invoiced Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one percent (1%) per month or the maximum rate of interest allowed under applicable law. Late payment charges shall be included on the next statement.

2.6.4. Form of Payments. Payments made to Baldwin by T-Mobile will be issued through T-Mobile's electronic payment system, currently provided by the Xign Payment Services Network, provided such payment system is made available to Baldwin free of charge. Baldwin shall provide a point of contact and follow reasonable enrollment instructions provided by T-Mobile to enroll Baldwin in the electronic payment system and thereby receive payment due under this Agreement electronically.

2.6.5. Taxes. The Parties shall be responsible for any applicable federal, state or local use, excise, or sales taxes, fees, or assessments in connection with the service furnished pursuant hereto, excluding any taxes based upon a Party's property, net income or gross receipts. The Invoiced Party shall pay all such amounts directly to the taxing authority unless the taxing authority requires that the Billing Party collect and remit payment, in which event the Invoiced Party shall pay said amounts to the Billing Party and the Billing Party shall remit such amounts to the authority. The Parties shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities. The Invoiced Party shall provide all information to the Billing Party of any exemption of sales, use or other tax claimed by the Invoiced Party and shall immediately notify the Billing Party of any change in the Invoiced Party's tax status.

2.6.6. Billing Based on Measurement/Records.

2.6.6.1. Baldwin may measure, or obtain either Category 1101 records or a monthly traffic distribution report ("Tandem Records and Reports") from the tandem operator summarizing Subject Traffic originated by T-Mobile and terminating to Baldwin. This information may be used by Baldwin for billing T-Mobile for Subject Traffic terminating to Baldwin

2.6.6.2. T-Mobile may measure, or obtain Tandem Records and Reports from the tandem operator summarizing Subject Traffic originated by Baldwin and terminated to T-Mobile. This information may be used by T-Mobile for invoicing Baldwin for terminating Subject Traffic to T-Mobile.

2.6.6.3. To the extent that the Parties rely on Tandem Records and Reports supplied by the tandem operator, the Parties agree to accept those Tandem Records and Reports as an accurate statement of Subject Traffic exchanged between the Parties. To the extent any Party challenges the accuracy of such Tandem Records and Reports that Party will bear burden and third party tandem operator costs of working with the tandem operator to correct the Tandem Records and Reports. Both Parties shall work cooperatively to resolve any disputes regarding the accuracy of Tandem Records.

2.6.7. De Minimis Traffic. Where the Subject Traffic exchanged between the Parties is less than fifteen thousand (15,000) minutes per quarter, then the Parties agree not to bill on a quarterly or longer time period.

2.7. Confidential Information.

2.7.1. Identification. Either Party may disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must either (1) be in the form of billing, traffic and systems information relating to one Party and acquired by the other Party in the course of performing under this Agreement; or (2) must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within five (5) calendar days after oral disclosure.

2.7.2. Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) that all Confidential Information shall be and shall remain the exclusive property of the providing Party;
- (b) not to disclose or use the Confidential Information of the other Party except as required for performance under this Agreement; and
- (c) to destroy or return to the disclosing Party, at and upon its request, all copies of any Confidential Information of the disclosing Party; and;
- (d) to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature, which in no event shall be less than a reasonable standard of care.

2.7.3. Exceptions. The obligations set forth in this Section shall not apply to any Confidential Information that was legally in the receiving Party's possession prior to receipt from the disclosing Party, was received in good faith from a third

party not subject to a confidential obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidential obligation by the receiving Party, was developed by the receiving Party without the developing persons having access to any of the Confidential Information received in confidence from the disclosing Party, or that is required to be disclosed pursuant to subpoena or other judicial process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the receiving Party shall give prior notice to the disclosing Party and shall reasonably cooperate if the disclosing Party deems it necessary to seek protective arrangements.

2.7.4. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

2.8. Dispute Resolution. The Parties desire to resolve disputes arising out of or relating to 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 procedures.

2.8.1. Informal Resolution of Dispute. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or the enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. To initiate such negotiations, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged non-performance and the name of an individual with authority to resolve the dispute who will serve as the initiating Party's representative in the negotiations. The other Party shall have ten (10) Business Days to designate its own representative with authority to resolve the dispute in the negotiations. The Parties' representatives shall meet at least once within thirty (30) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures to assist in the negotiations.

2.8.2. Formal Resolution of Dispute. If the Parties have been unable to resolve the dispute within sixty (60) days of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the State Commission, the FCC or a court of competent jurisdiction.

2.8.3. Continuous Service. The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations in accordance with this Agreement, except such obligation of continuous service will not extend past the termination date of the Agreement if terminated by a Party pursuant to Section 2.4.

2.9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

2.10. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, industry labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations to the extent such obligations are dependent upon the performance so interfered with, on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

2.11. Governing Law. This Agreement will be governed by and construed in accordance with the Act, the FCC's rules and regulations implementing the Act as amended, and, where applicable, the State Commission's rules and regulations, except insofar as Wisconsin State law may control any aspect of this Agreement and is not inconsistent with the Act and FCC's applicable rules and regulations, in which case the domestic laws of the State of Wisconsin without regard to its conflict of laws principles will govern.

2.12. Independent Contractor Relationship. The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

2.13. INDEMNITY. EACH PARTY ("INDEMNIFYING PARTY") HERETO AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY"), ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES (AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF

SUCH AFFILIATES) FROM ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, EXPENSES, SUITS, OR OTHER ACTIONS, OR ANY LIABILITY WHATSOEVER (INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES) SUFFERED BY THE INDEMNIFIED PARTY ARISING OUT OF OR IN CONNECTION WITH (I) ANY CLAIM INVOLVING AN ALLEGATION OF INVASION OF PRIVACY ARISING, DIRECTLY OR INDIRECTLY, FROM THE ACT OR OMISSION OF THE INDEMNIFYING PARTY; (II) ANY CLAIM INVOLVING AN ALLEGATION OF INVASION OF PRIVACY ARISING, DIRECTLY OR INDIRECTLY, FROM THE ACT OR OMISSION OF THE INDEMNIFYING PARTY; (III) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, RESULTING FROM WILLFUL MISCONDUCT; AND (IV) ANY LOSS, DAMAGE, OR DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY THE INDEMNIFIED PARTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE INDEMNIFYING PARTY

2.14. DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

2.15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT THE SAME ARISE OUT OF ANY BREACH OF AN INDEMNIFICATION OBLIGATION BETWEEN THE PARTIES RELATED TO END USER CUSTOMER PERSONALLY IDENTIFIABLE INFORMATION, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT OR SOFTWARE, OR THE LOSS OF USE OF SOFTWARE OR EQUIPMENT, OR ACCESSORIES ATTACHED THERETO, DELAY, ERROR, OR LOSS OF DATA DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, AND, EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

2.16. Intellectual Property. Neither Party shall have any obligation to defend, indemnify, or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or

method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

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

2.18. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been earlier of (i) where there is personal delivery of the notice, the date of actual receipt, (ii) where the notice is sent via express delivery service for next Business Day delivery with tracking for receipt, the day that the express delivery service actually delivered the notice, and (iii) where the notice is sent via certified or registered U.S. Mail, Return Receipt Requested, the date of receipt upon which the notice was actually delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Baldwin:
Baldwin Telecom, Inc.
930 Maple Street
P.O. Box 420
Baldwin, Wisconsin 54002
Attn: Larry Knegendorf

If to T-Mobile:
General Counsel
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

With copy to:
Axley Brynelson, LLP
2 East Mifflin Street, Ste. 200 (53703)
P.O. Box 1767
Madison, WI 53701-1767
Attn: Judd A. Genda

With copy to:
Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

2.19. Invoices and Billing Inquiries.

Invoices should be sent to the following addresses:

If to Baldwin:
Baldwin Telecom, Inc.
930 Maple Street
P.O. Box 420
Baldwin, Wisconsin 54002

If to T-Mobile:
Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Billing inquires should be made to:

If to Baldwin:
Office Manager
(715) 684-3346

If to T-Mobile:
Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

2.19.1 Either Party may unilaterally change its address for sending invoices and contact for billing inquires by giving prior written notice to the other party pursuant to Section 2.18.

2.20. Regulatory Agency Control. This Agreement shall at all times be subject to approval, changes, rules and regulations of the FCC and/or the State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

2.21. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

2.22. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

2.23. Construction. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. The headings of the sections of this Agreement are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.24. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language.

2.25. Publicity. Neither Party may issue any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement without the prior written approval of the other Party. Except as specifically set out in this Agreement, nothing in this Agreement shall grant,

suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

2.26. Miscellaneous. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. The Parties enter this Agreement without prejudice to any position they may take with respect to similar future agreements, including agreements between the Parties, or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory, legal or other public forum addressing any matters including matters related to the rates to be charged for transport and termination of Subject Traffic or the types of arrangements prescribed by this Agreement.

ARTICLE III: TRANSPORT AND TERMINATION OF TRAFFIC

3.1. Transport and Termination of Subject Traffic. The Parties agree to initially exchange Subject Traffic via the Tandem Switching facilities of a third party; provided, however, Baldwin may route (but continue to pay reciprocal compensation to T-Mobile) Subject Traffic destined for an NPA-NXX which is assigned pursuant to the NANP Administration's guidelines to a Rate Center outside of Baldwin's mandatory local calling scope (local, EAS, ECC) via an IXC. Upon receipt of Subject Traffic originated by a party, the other party is responsible for transporting the Subject Traffic within its network to the appropriate end office, MSC, or functionally equivalent facility, and terminating (or completing) the Subject Traffic to an End User. The Parties shall reciprocally terminate Subject Traffic originating on each other's networks. The Parties agree that traffic volumes currently do not require a direct interconnection and to discuss on a semi-annual basis the possibility of transitioning to a direct interconnection.

3.2. Transit Traffic. Baldwin will, pass traffic to/from T-Mobile and any third-party End Office which subtends Baldwin's network, provided that Baldwin shall have no obligation to pay, or right to collect termination compensation for such transited traffic. The above notwithstanding, Baldwin may collect transit charges from the originating carrier for such transited traffic. The transit charges are shown in Appendix A, Section A.2.

3.3. Compensation for Exchange of Traffic. The Parties shall compensate each other for the exchange of Subject Traffic in accordance with Appendix A attached to this Agreement and made a part hereof.

3.3.1. Reciprocal Termination Compensation: Each Party will pay the other the rate as agreed in Appendix A, Section A.1, per minute of use for Subject Traffic originated by an End User Customer of the other Party and completed to an End User Customer of the billing Party.

3.3.2. The originating Party shall not charge the terminating Party any third-party costs of transit.

3.3.3. Traffic Factors: The Parties agree to the initial Traffic Factors in, Appendix A, Section A.5, to estimate the proportion of total Subject Traffic exchanged

between the Parties until such time as T-Mobile has the capability to measure actual traffic and elects to so measure or obtain information provided by the tandem operator.

3.3.4. Notwithstanding, the Parties acknowledge that T-Mobile may send some InterMTA Traffic to Baldwin over the interconnection facilities described herein. InterMTA Traffic shall be subject to the rate provided in Appendix A, Section A.3. The Parties have agreed upon the InterMTA Factor specified in Appendix A, Section A.4, which represents the percent of total minutes to be billed the rate in Appendix A, Section A.3. The InterMTA Factor identified in Appendix A, Section A.4, shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately. When InterMTA Traffic is routed to an IXC, each Party will provide its own access services to the IXC. Each Party will, to the extent applicable, bill its own access service rates to the IXC and such InterMTA Traffic shall not be subject to compensation under this Agreement.

3.3.5. Balanced Traffic. The Parties agree to bill each other for Subject Traffic as described in this Agreement unless the Subject Traffic exchanged between the Parties is roughly balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Subject Traffic exchanged, both directly and indirectly, equals or falls between 55% / 45% in either direction. When the actual usage data for three (3) consecutive months indicates that the Subject Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned or delayed, there will be no billing for Reciprocal Compensation on a going forward basis (i.e., bill and keep). The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. In the event the Parties have eliminated billing for Reciprocal Compensation as outlined in this Section 3.3.5, and actual usage data for three (3) consecutive months indicated that the Subject Traffic exchanged, both directly and indirectly, falls outside the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to reinstitute billing for Reciprocal Compensation. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned, or delayed, the Parties will commence billing for Reciprocal Compensation on a going forward basis.

3.4. Network Management and Maintenance. The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

3.4.1. Network Management Controls. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events.

Baldwin Telecom, Inc.
24 Hr.: (715) 684-3400
FAX: (715) 684-4747

T-Mobile
24 Hr.: (888) 662-4662
FAX: (425) 378-4040

3.5. Before either Party reports a trouble condition, it must first use its reasonable efforts to identifying the trouble as originating on the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

3.6. Number Resources.

3.6.1. Number Assignment. Nothing in this Agreement shall be construed in any manner, limit, or otherwise adversely to impact either Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines.

3.6.2. Dialing Parity. Baldwin will use Rate Centers published in the LERG for T-Mobile NPA-NXX codes and for T-Mobile customers using numbers ported from other NPA-NXX codes ("T-Mobile Numbers"). Baldwin's End User Customer's calls to T-Mobile Numbers will be dialed in the same manner as calls by Baldwin's End User Customers to landline customers with numbers in the same rate center designation. Baldwin's End User Customers will not be required to dial more digits to access T-Mobile's End User Customers than would be required to access landline customers with numbers in the same Rate Center.

3.6.3. Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.

3.7. Common Channel Signaling ("CCS").

3.7.1. Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and IntraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate interoperability of CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

3.7.2. Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.

AGREED:

T-Mobile USA, Inc.

By: Chris Sykes
Name: Chris Sykes
Title: Director, Carrier Mgmt
Date: 2/20/07

Baldwin Telecom, Inc.

By: Amy Knapp
Name: Lacey Kogel
Title: MGR
Date: 2/28/07

T-Mobile Legal Approval By
D. Lusk
2/12/07

**APPENDIX A:
RATES AND CHARGES**

TRANSPORT AND TERMINATION

A.1. Reciprocal Termination Compensation Rate. Each Party will pay the other \$0.012 per minute of use for Subject Traffic originated by an End User Customer of the other Party and completed to an End User Customer of the billing Party.

A.2. Transit Charge. \$0.002 per minute of use.

A.3. InterMTA Rate. The rates to be charged for the exchange of InterMTA Traffic are set forth in Baldwin's current Switched Access tariff.

A.4. InterMTA Factor. The InterMTA factor is: 3%
Interstate - 0%
Intrastate - 100%

A.5. Traffic Factors. The Traffic Factors shall be:

Land to Mobile – 23%
Mobile to Land – 77%