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December 10, 2010

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection and Reciprocal Compensation Agreement ("Agreement") Between the Reedsburg Utility Commission and United States Cellular Corporation. ("USCC").

Dear Ms. Paske:

I am filing this letter and signed Agreement electronically on behalf of the Reedsburg Utility Commission ("REEDSBURG").

REEDSBURG hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection and Reciprocal Compensation Agreement for the exchange of Telecommunications Traffic between REEDSBURG and USCC. REEDSBURG has been authorized by USCC to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on USCC via U. S. mail at the following address:

Larry G. Parker
Contract Specialist
U.S. Cellular Corporation
8410 W. Bryn Mawr Avenue, Ste 700
Chicago, Illinois 60631

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Larry Parker- US Cellular Corporation
CC: Dave Mikonowicz – Reedsburg Utility Commission

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement for the exchange of Telecommunications Traffic between carriers ("Agreement") is effective as of the ___1st___ day of July, 2010 (the "Effective Date"), by and between City of Reedsburg, WI acting through the Reedsburg Utility Commission, ("RUC"), a Wisconsin Municipality, with its principal office at 501 Utility Court, Reedsburg, Wisconsin 53959 and United States Cellular Corporation on behalf of its subsidiaries and affiliates, as provided in Appendix C, that are Federal Communications Commission licensees for the geographic area in which traffic is exchanged ("USCC"), a Delaware corporation, with its principal office at 8410 West Bryn Mawr, Chicago, IL 60631-3486. RUC and USCC are referred to herein individually as "Party" and collectively as the "Parties".

WHEREAS, RUC is an Competitive Local Exchange Carrier ("CLEC") in the State of Wisconsin; and

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

WHEREAS, Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), have specific standards and procedures for Interconnection and Reciprocal Compensation, and the Parties intend that this Agreement meets these standards and procedures; and

WHEREAS, the Parties wish to establish a Reciprocal Compensation Interconnection arrangement consistent with 47 U.S.C. 251 (b)(5); and

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

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

WHEREAS, the Parties wish to make arrangements for the mutual Transport and Termination of Telecommunications Traffic, which will supersede and replace any previous arrangements between the Parties and/or their predecessors for the mutual Transport and Termination of Telecommunications Traffic.

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

1.0 DEFINITIONS

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

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC.

1.2 "Affiliate" is As Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined in the Act.

1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.

1.5 "CLLI Codes" means Common Language Location Identifier Codes.

1.6 "Commercial Mobile Radio Services" (CMRS) as defined in 47 C.F.R. 20.3.

1.7 "Commission" means the Public Service Commission of Wisconsin.

1.8 "Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.9 "DS-1" is a telecommunications service carried at digital signal rate of 1.544 Mbps.

1.10 "DS-3" is a telecommunications service carried at digital signal rate of 44.736 Mbps.

1.11 "Effective Date" means the date contained in the first paragraph of the Agreement.

1.12 "End Office Switch" means a LEC's Class 5 switching system, or a MSC or MTSO of a CMRS, where telephone loops used to provide end user Exchange Service are terminated.

1.13 "Enhanced Service Provider (ESP)/ Information Service Provider (ISP) is any entity, including but not limited to an Internet Service Provider, that provides information services.

1.14 "Exchange Access Service", as used in this Agreement, shall mean the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or

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

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

1.16 "FCC" means the Federal Communications Commission.

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

1.18 "Information Service" is As Defined in the Act.

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

1.20 "Interconnection" has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic, and Exchange Access Service.

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

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

1.23 "InterMTA Traffic" is: (a) traffic originated by a CMRS end user of USCC in an MTA and terminated to an end user of RUC in another MTA; and (b) traffic originated by an end user of RUC in one MTA and terminated to an end user of USCC in another MTA.

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

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

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

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

1.28 "Local Exchange Routing Guide (LERG)" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.29 "Mandatory Local Calling Scope" is an arrangement that provides LEC end users a local calling scope and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic exchange service area.

1.30 "Mbps" means million bits per second.

1.31 "Mid-Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon POI.

1.32 "MSC or MTSO" is the Mobile Switching Center or Mobile Telecommunications Switching Office used by a CMRS carrier in performing originating and terminating functions for calls to or from end users of the CMRS carrier.

1.33 "MTA" means Major Trading Area as defined by the FCC rules, Part 24.202(a)

1.34 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.35 "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 or 900 code).

1.36 "Party" means either RUC or USCC, and "Parties" means RUC and USCC.

1.37 "Point of Interconnection (POI)" means the interconnection point, as referenced in 47CFR 51.701(c), between the networks of two carriers utilized for the transmission of traffic subject to section 251(b)(5) of the Act. The Point of Interconnection for this Agreement is as provided in Appendix A.I.b.

1.38 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic local exchange telecommunications services. The "rate center area" is the exclusive geographic area within which the LEC provides basic local exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The use by a CMRS licensee of an NPA-NXX for telephone numbers assigned to its mobile CMRS end users does not mean that a mobile end user obtains local exchange service in the geographic area of the Rate Center associated with the specific NPA-NXX. The designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist.

1.39 "Reciprocal Compensation" means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network of Telecommunications Traffic that originates from the network facilities of the other carrier.

1.40 "Signaling System 7 (SS7)" is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.

1.41 Intentionally Left Blank.

1.42 "Tandem" denotes a Class 4 switching center used to switch a call between and among two End Office Switches, a MTSO or an End Office Switch and an equivalent facility provided by a third party.

1.43 "Telecommunications" is As Defined in the Act.

1.44 "Telecommunications Carrier" is As Defined in the Act.

1.45 "Telecommunications Traffic", consistent with 47CFR 51.701(b)(2), means two-way telecommunications between end users of RUC and USCC that at the beginning of the call originates and terminates within the same MTA. A Party that originates Telecommunications Traffic has the right under this Agreement to terminate the traffic on the other Party's network as Telecommunications Traffic.

1.46 "Termination" means the switching of Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's end user.

1.47 "Transiting Traffic" means traffic that originates on one Party's network, "transits" a third party's network substantially unchanged, and Terminates on another party's network. Neither Party will send any traffic to the other Party for transiting to a third party.

1.48 "Transport" is the transmission and any necessary Tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's End Office Switch, or equivalent facility provided by a carrier other than an incumbent LEC that directly serves the called party.

1.49 "Trunk" means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.

1.50 "Type-2 Service", often referred to as a Trunk side connection, is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections and Appendices are references to Sections of and Appendices to this Agreement unless the context shall otherwise require. The headings of the Sections

are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement shall cover the Transport and Termination of Telecommunications Traffic between RUC's network in Wisconsin and the CMRS network of USCC. All other traffic is governed by applicable tariff and/or contract, and is not covered by this Agreement. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to Interconnect the CMRS network of USCC and the network of RUC for purposes of exchanging Telecommunications Traffic, provided that the service provided by USCC to its end user is a two-way Mobile Service as defined in 47 U.S.C. 153(27). Traffic associated with paging service or fixed wireless service of USCC is specifically excluded from this Agreement.

3.3 USCC represents that it is a CMRS provider of Telecommunications services to subscribers in MTA No.20 (Milwaukee), and serves end users with an Operating Company Number (OCN) of 6274 in the state of Wisconsin. RUC represents that it is a provider of Telecommunications services to subscribers in the State of Wisconsin serving end users with an OCN of 095D.

3.4 The Parties agree that all Telecommunications Traffic that is (a) originated by a USCC end user and terminates to a RUC end user, or (b) originated by a RUC end user and terminates to a USCC end user with a telephone number in an NPA-NXX assigned to a Rate Center within the RUC end user's Mandatory Local Calling Scope, shall be exchanged via the facilities described in Section 4.0 and Appendix A of this Agreement,

3.5 This Agreement provides for the Transport and Termination of traffic including:

3.5.1 USCC to RUC Telecommunications Traffic as provided in Section 3.4 (a) above, that is:

a. originated on the CMRS network of USCC;

b. delivered to the RUC network by way of a third party Tandem service provider or over the Interconnection Facilities pursuant to this Agreement; and
c. terminated at an RUC end user.

3.5.2 Intentionally Left Blank.

3.5.3 RUC to USCC Telecommunications Traffic as provided in Section 3.4 (b) above, that is:

a. originated on the CLEC network of RUC;
b. delivered to USCC by way of a third party Tandem service provider or over the Interconnection Facilities pursuant to this Agreement; and
c. terminated on the CMRS network of USCC.

3.5.4 Intentionally Left Blank.

3.5.5 Telecommunications Traffic delivered through indirect Interconnection as provided in Section 4.4.

3.5.6 Telecommunications Traffic that is routed over an IXC Trunk group between the Parties as provided in Section 4.2.

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

3.7 Each Party acknowledges its duty, in accordance with 47 U.S.C 251(a), to Interconnect directly or indirectly with the facilities and equipment of other Telecommunications Carriers. If either Party desires to directly Interconnect its network to the network of the other Party, the Parties agree to allow such direct Interconnection on terms, conditions, and rates no less favorable than the Party provides to other Telecommunications Carriers. Each Party reserves its right to route its end user traffic to the other Party in the most efficient and cost effective manner as provided in this Agreement.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the Interconnection arrangements for Transport and Termination of Telecommunications Traffic between the networks of RUC and USCC specified in this Section. Routing of traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure, as agreed by the Parties.

4.1.1 The Parties agree to establish a single Point of Interconnection as described in Appendix A for the direct exchange of Telecommunications Traffic. The POI shall serve as the demarcation point for both Parties operational and financial responsibility.

4.2 IXC Traffic For Telecommunications Traffic routed by either USCC or RUC over an IXC Trunk group between the Parties and billed by RUC to an IXC at the applicable access rates, as provided in Appendix B. Section V., Reciprocal Compensation will not be applicable.

4.3 Type-2B Interconnection. Type-2B involves Trunk side connection to a RUC End Office Switch. Type-2B facilities provide the capability to access only subscribers served by that End Office Switch or any RUC remote subtending that End Office Switch, or the MSC, as applicable. A two-way Trunk group may be provisioned between the RUC Reedsburg, Wisconsin End Office Switch and USCC with the Point of Interconnection designated, as provided in Appendix A Section I. Applicable tariff charges for establishing and provisioning this Trunk group are billed to USCC, pursuant to Section 5.2 and Appendix A of this Agreement.

4.3.1 Landline to Wireless

4.3.1.1 In the event that RUC and USCC establish a Type-2B direct Interconnection, RUC will treat as Telecommunications Traffic all Telecommunications Traffic originated on its network by a RUC end user that is routed to a USCC NPA-NXX within the MTA (except to the extent that the Parties agree to apply the InterMTA Traffic Factor, as set forth in Appendix B). All land to mobile IXC calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions, subject to applicable tariffs.

4.3.1.2 RUC shall route the Telecommunications Traffic that is originated by a RUC end user and terminates to a USCC end user with a telephone number in an NPX-NXX assigned to a Rate Center within the RUC end users' Mandatory Local Calling Scope by delivering such Telecommunications Traffic to the POI identified in Appendix A.

4.3.1.3 USCC NPA-NXXs which are rated within the RUC Mandatory Local Calling Scope are identified in the LERG. Calls originating on RUC network and addressed to USCC NXXs will be rated by RUC in the same way as other calls addressed to NXXs maintained by other landline carriers with the same rate points.

4.3.2 Wireless to Landline:

4.3.2.1 In the event that RUC and USCC establish a Type-2B direct Interconnection, USCC shall route the Telecommunications Traffic that originates on its network to RUC by delivering such Telecommunications Traffic to the POI identified in Appendix A. All wireless to landline IXC calls shall be routed in

accordance with Telcordia's Traffic Routing Administration instructions.

4.3.2.2 USCC may treat as Telecommunications Traffic all Telecommunications Traffic originated on its network by a USCC end user that is routed for a RUC NPA-NXX associated with the RUC End Office Switch, (except to the extent that the Parties agree to apply the InterMTA Traffic Factor as set forth in Appendix B.)

4.3.2.3 A list of RUC NPA-NXXs, which are rated within the RUC exchange boundary are identified in the LERG.

4.3.3 Delivery of Traffic. Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to USCC's end users shall not affect or determine:(i) the services offered by RUC or USCC, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. RUC will provide dialing parity to USCC's NPA-NXX's in RUC's Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act. Subject to the provisions of Section 4.5.2, USCC may send overflow traffic to the public switched network.

4.4 Indirect Interconnection: USCC shall deliver Telecommunications Traffic to the Richland-Grant Telephone Cooperative, Inc.'s Blue River Tandem Switch for delivery as Transiting Traffic to all RUC End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix B III. USCC will be responsible for the Transiting Traffic charges for USCC originated Telecommunications Traffic transited by Richland-Grant Telephone Cooperative, Inc. To the extent that USCC and a third party Tandem switch service provider have entered into or may enter into arrangements for the delivery of USCC Telecommunications Traffic to RUC for Termination to RUC end users (i.e., traffic that is not covered elsewhere in this Agreement) RUC will accept this traffic subject to the compensation arrangements as provided in Appendix B. The Parties agree the originating Party shall pay transiting fees.

4.4.1 Landline to Wireless:

Telecommunications Traffic from RUC end users, as provided in Section 3.4(b) above, shall be routed from the RUC End Office Switch to USCC via a third party Tandem service provider, with an arrangement with RUC for Transiting Traffic. All landline to wireless IXC calls shall be routed in accordance with the Telcordia's Traffic Routing Administration instructions, subject to applicable tariffs.

The Parties agree that the exchange of traffic on RUC's Mandatory Local Calling Scope routes shall be considered Telecommunications Traffic and compensation for the Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NXX assigned to USCC shall be included in any Mandatory Local Calling Scope or similar program to the same extent as any other NXX maintained by other landline carriers with the same rate points.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on USCC's network within MTA #20 (Milwaukee) to RUC end users shall be routed from the USCC network via the Tandem service provider for termination by RUC to its end users, as appropriate. All wireless to landline IXC calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

4.4.3 Delivery of Traffic:

Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to USCC's end users shall not affect or determine:(i) the services offered by RUC or USCC, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. RUC will provide dialing parity to USCC's NPA-NXX's in RUC's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The USCC NPA-NXXs which are rated within the RUC Mandatory Local Calling Scope are identified in the LERG. Calls originating on RUC network and addressed to USCC NXXs will be rated by RUC in the same way as other calls addressed to NXXs maintained by other landline carriers with the same rate points.

4.4.4 If the traffic volumes between USCC and RUC delivered by the Tandem switch provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), eight times within a 30 day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3.

4.5 When a Type-2B direct interconnection is desired, the Parties shall jointly engineer and configure Trunks over the physical Interconnection Facilities, as described in Appendix A., as follows:

4.5.1 USCC shall configure an initial two-way Trunk group as a direct transmission path between the two Parties. Upon dispute, and the Parties are unable to resolve the dispute as provided in Section 14.1, either Party can request one-way facilities with each Party paying the applicable non-recurring charge.

4.5.2 If the traffic volumes between USCC and RUC meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), eight times within a 30-day billing cycle, USCC shall provision additional Trunks to the direct Trunk group established in section 4.3.

4.5.3 USCC shall, according to industry standards, provision additional Trunks if necessary, as provided in Section 4.5.2. Neither Party can require the other Party to establish unnecessary Trunks.

4.5.4 The network switches of both Parties involved in the provision of Telecommunications Traffic shall be managed in accordance with the applicable industry/Telcordia standards.

4.5.5 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining facilities and logical Trunking on its side of the POI to provide for the Transport and Termination of Telecommunications Traffic consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling

4.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted. Each Party is responsible for its own SS7 signaling and, therefore, neither Party will bill the other SS7 signaling charges.

4.6.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing, recording, or billing.

5.0 COMPENSATION ARRANGEMENTS

5.1 Telecommunications Traffic

5.1.1 Reciprocal Compensation is applicable for Transport and Termination of Telecommunications Traffic as defined in Section 1.45 and is related to the exchange of traffic described in Section 4.0, as applicable. For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon actual usage recorded by RUC, with the exception of traffic described in Section 4.4, where records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. Measured usage begins when the terminating recording switch receives answer supervision from the called end user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be based on the aggregated measured usage less traffic that is not Telecommunications Traffic.

5.1.2 Subject to the exceptions described in Section 5.1.3 below, each Party shall pay the other Party for Transport and Termination of Telecommunications Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of Telecommunications Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

5.1.3 Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services, ISP traffic, or video services. If the Telecommunications Traffic split reaches 55/45 in either direction, the Parties agree to go to a bill and keep arrangement whereby neither Party renders a bill to the other Party for the Termination of Telecommunications Traffic.

5.1.4 USCC does not currently provide fixed wireless services in the RUC exchange boundaries or terminate fixed wireless service to RUC. USCC agrees that it will provide RUC prior written notice of its intent to launch fixed wireless services within the RUC exchange boundaries or terminate fixed wireless service to RUC. Upon RUC receipt of such notice, the Parties agree to negotiate an appropriate agreement or an amendment to this Agreement, which will address the exchange of such traffic. In the event that the Parties cannot reach an agreement on the amendment, the dispute will be resolved pursuant to the provisions of Section 14.0. For purposes of this Agreement, fixed wireless services are services provided by operation of wireless devices or systems in fixed locations such as a resident or business location.

5.2 Interconnection Facilities. USCC may arrange for and maintain Type-2B Interconnection Facilities, as provided in Appendix A, between the RUC End Office Switch in Reedsburg, Wisconsin, and the USCC MSC. Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the Point of Interconnection and the USCC MSC will

be the responsibility of USCC. Any non-recurring and recurring monthly costs of the two-way Interconnection Facilities between the RUC End Office Switch in Reedsburg, Wisconsin and the Point of Interconnection will be the responsibility of RUC.

5.3 Non-Recurring Charges. RUC will charge USCC non-recurring fees as set forth in Appendix B. Section V.

5.4 Traffic Distribution. The Parties intend to utilize actual and auditable measurement to identify the quantity of all Telecommunications Traffic, pursuant to this Agreement. In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor as stated in Appendix B Section IV. The Parties agree that the InterMTA Traffic Factors set forth in Appendix B for the application of originating and terminating access charges to be billed by RUC, pursuant to this Agreement may not be amended for a period of time not less than (12) twelve months from the Effective Date. At the request of either Party thereafter, the factors may be mutually adjusted based on actual traffic studies to determine the respective percentages of Telecommunications Traffic and InterMTA Traffic. The requesting Party will provide supporting documentation, including but not limited to, detailed traffic studies to the other Party before the InterMTA factor will be adjusted. In the event of a dispute regarding any proposed adjustment to the InterMTA factors, the dispute will be resolved in accordance to the provision of Section 14.1 of this Agreement. Each Party agrees to provide available traffic data in conjunction with any adjustment.

5.5 Intentionally Left Blank.

5.6 InterMTA Traffic Compensation. Parties agree that traffic rated and recorded as Telecommunications Traffic, may originate and terminate in different MTAs and would be subject to Switched Access Compensation. Switched Access Compensation is applicable to the traffic delivered by USCC to RUC that originates and terminates in different MTAs, to the extent that such traffic is not handed off to an IXC. USCC shall compensate RUC at RUC's applicable Switched Access rates for all such traffic.

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both RUC and USCC shall use commercially reasonable efforts to comply with the Implementation Schedule.

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

7.3 Sixty (60) days prior to requesting two-way direct Trunk(s) or one-way trunks as provided in Section 4.5.1, each Party will provide to the other Party a six (6) month, non-binding forecast of its Trunking requirements. Additional forecasting of Trunking requirements will be provided by either Party to the other Party as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible for (i) providing facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network (ii) delivering such traffic to the other Party's network in a mutually acceptable format and (iii) terminating the traffic it receives in that mutually acceptable format to the proper address on its network. Each Party is solely responsible for its participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.5 Neither Party shall use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's end users, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not be allowed to interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.

7.7 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.8 The exchange of traffic may be temporarily discontinued by a Party upon 30-days written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement by such other Party.

7.9 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.10 Each Party is responsible for administering NXX codes assigned to it.

7.11 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

7.12 Each Party shall be responsible for its own independent connections to the 911/E911 network.

7.13 Each Party shall use the LERG published by Telcordia, or its successor, for obtaining route information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

7.14 RUC shall program and routinely update its End Office Switches and network systems to recognize and route traffic to NXX codes assigned to USCC. USCC shall do the same with respect to its network for recognizing and routing traffic to RUC's NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

7.15 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 The initial term of this Agreement shall be from the Effective Date through June 30, 2013 and shall then automatically renew on a year-to- year basis. The Agreement may be terminated by either Party at the end of the initial term or any renewal term by providing (60) sixty days advance written notice of termination to the other Party. In the event such notice of termination is provided, and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the date of termination, whichever is earlier.

8.2 Upon termination or expiration of this Agreement in accordance with this Section:

(a) each Party shall comply immediately with its obligations as set forth above in Section 8.1.

(b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement.

(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.3 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination of either Party's authority to provide services. For RUC, authority involves the provision of

Exchange Service or Exchange Access Service. For USCC, authority involves the provision of CMRS service under license from the Federal Communications Commission.

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

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

a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

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

9.0 CANCELLATION CHARGES

9.1 Except as provided herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

10.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") of such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of the subcontractor performing duties under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

10.1.4 Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 11.3).

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the claim. 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 or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until the Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. An Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be made available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

11.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and

facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

11.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct, each Party shall bear, and its obligation shall be limited to, that portion of the losses and resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, or contractors or other persons acting in concert with it.

11.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section 10 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person. Except to the extent of a Party's willful misconduct or gross negligence, in no event, will either Party's liability to the other Party be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

11.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failures, power failures, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively a "Force Majeure Event").

11.4.1 If a Force Majeure Event should occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with). In the event of such delay, the delayed Party shall perform its obligation at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the affected Party. The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform

with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

11.4.2 Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.0 REGULATORY APPROVAL

13.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. USCC authorizes RUC to file a copy of the Agreement with the Commission on USCC's behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

13.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and unappealable) to the other Party require that

the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act.

13.3 Amendment or Other Changes to the Act: Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated and amended accordingly to reflect the terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If such Amendment to the Act affects any pricing, rates or charges of the services provided under this Agreement, the Parties agree to mutually negotiate such prices, rates or charges for the service. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section 13.3 and section 14.0, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

14.0 DISPUTE ESCALATION AND RESOLUTION

14.1 Procedures. Unless, otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 14.0. If the Parties are unable to resolve issues related to a Dispute within ninety (90) days after the Parties' appointment of designated representatives, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

14.2 Billing and Payment; Disputed Amounts

14.2.1 As provided in Appendix B, VI RUC shall invoice USCC on a monthly basis. USCC shall pay any undisputed amounts, in immediately available U.S. funds, within thirty (30) days from the receipt date of the invoice. All invoices shall be deemed received five (5) business days after the date of mailing.

14.2.2 Neither Party will bill the other Party for previously unbilled charges for Services provided for more than one year prior to the current billing receipt date.

14.2.3 RUC shall compensate USCC for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered by RUC to USCC for termination to USCC's end users, as prescribed and at the rates and InterMTA Traffic Factors as provided in Appendix B. USCC will compensate RUC for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered to RUC for termination to RUC's end users, as prescribed and at the rates and traffic factors provided in Appendix B, and for traffic not subject to Reciprocal Compensation exchanged between USCC and RUC, as prescribed and at the rates provided in Section 5.6.

14.2.4 RUC shall prepare a monthly billing statement to USCC which will reflect the calculation of net Reciprocal Compensation, as provided in Section 5.1, and Appendix B VI and InterMTA Traffic Compensation as provided in Section 5.6 due RUC.

14.2.5 In the event that a billing dispute occurs concerning any charges billed to one Party by the other Party, the billed Party must submit, in writing, a documented claim for the disputed amount. The billed Party will submit all documentation as may reasonably be required to support the claim. Such documentation and claim shall jointly constitute the basis for the formal dispute. All formal disputes must be submitted to the billing Party within one (1) year of receipt of the invoice for the billed services. However, when payment of disputed charges is withheld by the billed Party, the billed Party shall submit a formal Dispute within forty-five (45) days of the receipt of the invoice for the billed services. If any undisputed amount due on the bill is not received by the billing Party before the amount becomes delinquent, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one percent (1%) per month or the maximum nonusurious rate of interest under Applicable Law. Late payment charges shall be included on a subsequent invoice.

14.2.6 If the Dispute is resolved in favor of the billed Party, the billed Party will be credited by the billing Party with interest on any disputed amounts as have been paid by the billed Party at the rate of one percent (1%) per month, prorated from the date the billing Party received payment up to and including the date of refund. If the Dispute is resolved in favor of the billing Party any payments withheld by the billed Party pending settlement of the disputed amount shall be paid in full with the next subsequent bill invoice after resolution, plus interest at the rate of one percent (1%) per month, prorated from the original payment due date up to and including the date of payment.

14.2.7 If any continuing billing dispute between the Parties is not resolved within sixty (60) days after receipt of the formal dispute by the billing Party, or fifteen (15) days after receipt by the billing Party of the formal dispute where payment is withheld pursuant to Section 14.2.5 above, after reasonable attempts by the billed Party representative and the billing Party representative, the dispute will be referred to the respective executive responsible for each Party's respective obligations under this Agreement.

The executives will negotiate in good faith to resolve the dispute informally within an additional fifteen (15) days. If the Parties are unable to resolve issues related to a Dispute within the process described above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law. During the course of such negotiations, all reasonable requests made by one Party to the other for information will be honored. Both Parties shall continue performing their respective obligations under this Agreement while the dispute is being resolved, except to the extent that such obligations are in dispute, unless and until this Agreement expires or is terminated in accordance with its terms.

14.2.8 The Parties agree that all negotiations pursuant to this subsection 14.2 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.2.9 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.

14.3 Auditing Procedures

14.3.1 Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The audit shall be accomplished during normal business hours, at an office designated by the Party being audited. Audits may be performed by an independent third party paid for by the Party requesting the Audit. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

14.3.2 Each Party may request copies of the relevant billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

14.3.3 All information provided to the requesting Party under section 14.3.2 shall be treated as Confidential Information as provided in Section 15.4.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 RUC is a public utility duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

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

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

15.4 Confidentiality

15.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 15.4.2 of this Agreement.

15.4.2 If any Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief, that such Disclosing Party chooses to obtain.

15.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public. Proprietary Information required to be returned, does not include invoices or supporting detail related to charges for exchange of traffic.

15.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

15.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, personal or real property, franchise, status or income. These amounts shall be billed as a separate item on the invoice. The purchasing Party will not pay interest and penalties resulting from the providing Party's failure to charge the purchasing Party such taxes, fees or surcharges or from the providing Party's failure to timely and properly file any related tax or other jurisdictional filings except where such failure is due to an action or inaction of the purchasing Party. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate within forty-five (45) days upon written request by either Party to the other Party will result in no exemption being available to the purchasing Party.

15.7 Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise this Agreement or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio.

Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Reedsburg Utility Commission
Chief Executive Officer
501 Utility Court
Reedsburg, Wisconsin 53959
Telephone Number 608-524-4382
Fax Number 608-524-2423

With a copy to:
Reedsburg Utility Commission
Telecommunications Manager
501 Utility Court
Reedsburg, Wisconsin 53959
Telephone Number 608-524-4382
Fax Number 608-524-2423

And:
Michael L. Theis
Theis Communications Consulting LLC
7633 Ganser Way
Suite 202
Madison, WI 53719
Telephone Number 608-829-0271

To:
Mike Dienhart
Senior Director-Network Engineering
United States Cellular Corporation
8410 West Bryn Mawr Ste. 700
Chicago, IL 60631-3486

With copy to:
Stephen P. Fitzell, Esquire

c/o Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

Billing Notices:

To: United States Cellular Corporation
C/o TEOCO Corporation
12150 Monument Drive
Fairfax, VA 22033

To: Reedsburg Utility Commission
Attn: Accounts Payable
501 Utility Court
Reedsburg, WI 53959

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

15.10 Trouble Reporting

15.10.1 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For RUC:
Contact Number: (608) 524-4382

For USCC:
Contact Number: (800) 510-6091

15.10.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, services and arrangement. 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.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without the other Party's prior written consent.

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

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

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

15.15 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

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

15.17 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language, to the extent, without materially altering the economic effect of this Agreement on either Party as stated in Section 13.2.

15.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15.19 Entire Agreement. The terms contained in this Agreement and any Appendices, tariffs, other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

15.20 Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

16.0 MOST FAVORED NATION PROVISION.

16.1 In accordance with Section 252(i) of the Act, USCC shall be entitled to obtain from RUC any Interconnection/Compensation arrangement provided by RUC to any other CMRS carrier that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

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

City of Reedsburg, WI acting through The Reedsburg Utility Commission

By: David Mikonowicz

Date: 11/5/2010

Printed: David Mikonowicz

Title: Gen. Manager

United States Cellular Corporation

By:

Date: Nov. 2, 2010

Printed: David J. Fiala

Title: Director Contract Mgmt.

Appendix A
Interconnection Facilities

I. Interconnection Facilities

a. Type-2B Facilities. USCC may arrange for and maintain Type-2B facilities between the RUC End Office Switch in Reedsburg, Wisconsin and the USCC Point of Presence in Madison, Wisconsin ("Interconnection Facilities").

b. Point of Interconnection For the exchange of Telecommunications Traffic in accordance with this Agreement, the Parties agree to connect twenty-four (24) Trunks using one (1) DS 1 facility using RUC and USCC facilities between the Reedsburg End Office Switch and the USCC Point of Presence. The POI will be at the V and H coordinates: V5842; H3951 or any POI within the RUC Reedsburg, WI exchange boundary as mutually agreed to by the Parties.

II. Dedicated Facilities and Services

Per Applicable RUC Access Tariff.

Appendix B

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

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

I. Charges for Transport and Termination of Direct Traffic.

a. End Office Termination Rate (per terminating minute of use) $.019

b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between RUC and USCC and applies for all Telecommunications Traffic exchanged over the Direct Interconnection Facilities to be terminated by the other Party except as described below in Section IV.

II. Intentionally Left Blank.

III. Charges for Transport and Termination of Indirect Traffic

a. End Office Termination Rate (per terminating minute of use) $.019

This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between RUC and USCC and applies for all Telecommunications Traffic exchanged pursuant to Section 4.4 of this Agreement, except as described in Section IV below.

IV. InterMTA Traffic Factors

In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor to the RUC terminated minutes of use as an estimate of the InterMTA Traffic being exchanged. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges. The Parties have agreed upon the InterMTA factor specified below, which represents the percent of the total originating and terminated minutes to be billed access charges by RUC. The InterMTA Factor will be multiplied by the total Mobile to Landline terminated Telecommunications Traffic minutes recorded each month by the RUC End Office Switches to determine those minutes to which terminating access rates apply.

- Mobile to Land Traffic

Telecommunications Traffic		100.0%
InterMTA		0.0%
Intrastate	0.0%	
Interstate	0.0%	

- Land to Mobile Traffic

Telecommunications Traffic	100.0%

V. Charges for Access Transport, Access Termination and Access End Office Switching for Exchange Access Service

RUC's Access Tariffs in the proper jurisdiction apply.

VI. Reciprocal Compensation-Net Billing

Each month during the term of this Agreement RUC will bill USCC the net amount of terminating compensation due to RUC based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land Telecommunications Traffic minutes of use delivered by USCC to RUC, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile Telecommunications Traffic minutes of use delivered by RUC to USCC, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due RUC. Mobile-to-land minutes of use will be based on actual minutes of use delivered by USCC, for termination by RUC as measured by RUC. Land-to-mobile minutes of use will be based on actual minutes of use originated by RUC for termination by USCC as measured by RUC. If RUC cannot measure the originating minutes of use terminated to USCC, land-to-mobile minutes of use shall be calculated by dividing the total number of Telecommunications Traffic minutes, of use delivered by USCC for termination by RUC by the mobile-to-land factor of 80% and multiplying the results by the land-to-mobile factor of 20%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 this Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

VI. True-Up

USCC agrees to pay RUC the sum of $ 42,293.00 within thirty, (30) days after execution of this Agreement. This payment, together with the mutual promises of the Parties herein shall constitute full consideration for any claims either Party may have against the other Party on account of traffic exchanged between them prior to July 1, 2010

Appendix C

United States Cellular Corporation Subsidiaries and Affiliates Operating in Wisconsin with Operating Company Number 6274

Kenosha Cellular Telephone, LP

Madison Cellular Telephone Company

PCS Wisconsin, LLC

Racine Cellular Telephone Company

United States Cellular Operating Company of LaCrosse, Inc.

United States Cellular Operating Company, LLC