



December 12, 2012

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

RE: Request to Approve Interconnection and Reciprocal Compensation Agreement Between TDS Metrocom and 365 Wireless, LLC, Pursuant to 47 U.S.C. Section 252(e)

TDS Metrocom (TDSM) hereby requests approval of the Interconnection and Reciprocal Compensation Agreement between TDSM and 365 Wireless, LLC (365 Wireless), pursuant to 47 U.S.C. s. 252(e). The Agreement sets forth the rights and obligations of each Party to establish Interconnection to enable the exchange of Non-Access Telecommunications Traffic between the networks of the both Parties, and the Non-Access Reciprocal Compensation rates to be charged for the exchange of such traffic.

I have been authorized by 365 Wireless to submit this Agreement for Commission approval, pursuant to 47 U.S.C. s. 252(e). I hereby certify that a copy of this filing has been served by mail on December 12, 2012 on:

Tony D. Cash – General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

If you have any questions in regard to this agreement, please contact Jeni White of TDS at 865-671-4522.

Respectfully Submitted,

/s/ Jean M. Pauk

Jean M. Pauk
State Government Affairs Manager

Attachment

cc: Jeni White – TDS
Tony Cash – 365 Wireless, LLC
Ken Barth - PSCW

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

By and Between

TDS Metrocom, LLC

And

365 Wireless, LLC

For the State of Wisconsin

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This Interconnection and Reciprocal Compensation Agreement (“Agreement”), is entered into by and between TDS Metrocom LLC (TDS Metrocom”) with offices at 525 Junction Rd., Madison, Wisconsin and 365 Wireless, LLC (365 Wireless”) with offices at 1500 Trotters Cover, Atlanta, Georgia 30338(each referred to as a “Party” and collectively as “Parties”). This Agreement shall be deemed effective as of the date it is signed by both Parties (the “Effective Date”).

WHEREAS, 365 Wireless, LLC is a Competitive Local Exchange Carrier (“CLEC”) certified by the State Commission in Wisconsin and holds one or more Radio Station Authorizations issued by the FCC;

WHEREAS, TDS Metrocom, LLC is a CLEC in the state of Wisconsin,

WHEREAS, the Parties exchange Non-Access Telecommunication Traffic between their networks and, inter alia, wish to establish Non-Access Reciprocal Compensation Interconnection arrangements regarding such traffic as required under 47 U.S.C. § 251(b)(5); and,

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

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 which 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 and interpreted in the rules and regulations of the FCC.
- 1.2. “Commercial Mobile Radio Service” (“CMRS”) is as defined at 47 C.F.R § 20.3.
- 1.3. “CMRS-LEC Access Reciprocal Compensation Traffic” means traffic which originates and terminates in different MTAs as determined by the NPA-NXX of the called and calling End Users registered in the LERG. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is CMRS-LEC Access Reciprocal Compensation Traffic, the location of the End Office serving the landline End User and the location of the cell site serving the mobile End User at the beginning of the call shall be used. The FCC’s ruling at FCC 11-161 (¶¶1003-1008) shall apply to the determination of whether a call originates/terminates as a CMRS call.

- 1.4. “CMRS-LEC Non-Access Traffic” means traffic which originates and terminates within the same MTA as determined by the NPA-NXX of the called and calling End Users registered in the LERG. For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is CMRS-LEC Traffic, the location of the End Office serving the landline End User and the location of the cell site that serves the mobile End User at the beginning of the call shall be used. The FCC’s ruling at FCC 11-161 (¶¶1003-1008) shall apply to the determination of whether a call originates/terminates as a CMRS call.
- 1.5. “Confidential Information” shall have the meaning as described in Section 19.
- 1.6. “End Office Switch” or “End Office” means the telephone company switch to which a telephone subscriber is connected that delivers dial tone to that subscriber, and also establishes line to line, line to trunk, and trunk to line connections.
- 1.7. "End User" or "Customer" means the residence or business subscribers involved in dialing or accepting a call.
- 1.8. “FCC” means the Federal Communications Commission.
- 1.9. “Interconnection” means direct or indirect connection through automatic or manual means (by wire, microwave, or other technologies such as store and forward) to permit the transmission or reception of messages or signals to or from points in the public switched network. 17 U.S.C. § 20.3.
- 1.10. "Interconnection Facilities" are the facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Non-Access Telecommunications Traffic between the TDS Metrocom switch and the 365 Wireless switch.. 17 U.S.C. § 20.3.
- 1.11. “Interexchange Traffic” means traffic that is not CMRS-LEC Access Reciprocal Compensation Traffic which originates or terminates outside of the local calling area and is not Local Traffic measured by the NPA-NXX of the called and calling End Users as registered in the LERG.
- 1.12. “Intermediary Traffic” means traffic delivered by a Party that originates from an End User served on the network of a third-party, including, but not limited to, another Local Exchange Carrier, another CMRS provider, a Least Cost Routing (“LCR”) entity or aggregator, an interconnected VoIP provider or another telecommunications carrier.
- 1.13. “IP-PSTN Traffic” means that Non-Access Telecommunications Traffic exchanged between a LEC and another telecommunications carrier, within the

scope of §51.701(b)(3) in Time Division Multiplexing (TDM) format that originates or terminates in IP format, to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

- 1.14. "Jurisdiction Information Parameter" ("JIP") is the required signaling that should be provided to the terminating Party in the case of Direct Trunking and to the Tandem carrier for Indirect Trunking in order to determine appropriate terminating billing records and accurate jurisdictional identification. .
- 1.15. "Local Routing Number" ("LRN") means local routing number and should be provided to the terminating Party in the case of Direct Trunking and to the Tandem carrier for Indirect Trunking in order to determine appropriate terminating billing records and accurate jurisdictional identification. Signaled JIP becomes an LRN when recorded
- 1.16. "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term. 17 U.S.C. § 153 (26).
- 1.17. "Local Exchange Routing Guide" or "LERG" shall mean the Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 1.18. "Local Traffic" means traffic that is not CMRS-LEC Access Reciprocal Compensation or Interexchange Traffic, which is exchanged between the Parties that is originated by an End User and terminates to an End User within the local calling area as defined in the local service tariffs of the incumbent local telephone company (including EAS) filed with the Commission measured by the NPA-NXX of the called and calling End Users as registered in the LERG.
- 1.19. "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).
- 1.20. "Non-Access 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 Non-Access Telecommunications Traffic that originates on the network facilities of the other carrier. 47 C.F.R. § 51.703.
- 1.21. "NPA NXX" means the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number. The jurisdiction of the call (e.g., CMRS-LEC Non-Access Traffic, CMRS-LEC Access Reciprocal

Compensation, Local, or interstate and intrastate Interexchange) for intercarrier compensation purposes under this Agreement shall be based upon the Rate Center Point or location of the cell site serving the mobile End User.

- 1.22. "Point of Interconnection" ("POI") means any technically feasible point of demarcation where the exchange of traffic between two carriers takes place.
- 1.23. "State Commission" or "Commission" refers to the state regulatory commission for the state in which this agreement is filed.
- 1.24. "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, equivalent facility provided by a carrier other than an incumbent LEC, aggregation points, points of termination, or points of presence.
- 1.25. "Termination" means the switching of Non-Access Telecommunications Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's premises.
- 1.26. "Transport" means the transmission and any necessary tandem switching of Non-Access 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 that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2. INTERCONNECTION

2.1 This Agreement sets forth the rights and obligations of each Party to establish Interconnection to enable the exchange of Non-Access Telecommunications Traffic between the networks of both Parties, and the Non-Access Reciprocal Compensation rates to be charged for the exchange of such traffic pursuant to Section 251 and 252 of the Act.

Point of Interconnection The default Point of Interconnection (POI) shall be at any appropriate access tandem to which both Parties are connected, including any third-party Tandem Switch or at any mutually agreeable location along a Direct Trunk route. Each Party shall be responsible for the cost of providing trunks from its network to the POI for the traffic which that Party originates. Either Party shall be allowed to establish a different POI for the traffic which that Party originates, provided that the new POI does not increase the cost of transporting or terminating traffic for the other Party compared to the default location or mutually agreed location for Direct Trunks.

2.2 Traffic Exchanged

- 2.2.1 Each Party is responsible for all of the traffic (including Intermediary Traffic) that it delivers to the other Party pursuant to this Agreement. To the extent that either Party delivers traffic to the other that has been originated by a third party service provider of any kind, the delivering Party shall be responsible for the payment compensation to the other Party under the terms of this Agreement.
- 2.2.2 The exchange of traffic between the Parties that is CMRS-LEC Non-Access Traffic shall be exchanged pursuant to a bill-and-keep arrangement, which means that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.
- 2.2.3 The exchange of traffic between the Parties that is Local Traffic shall be exchanged at the rates set forth in Attachment 1.
- 2.2.4 The exchange of traffic between the Parties that is CMRS-LEC Access Reciprocal Compensation Traffic (i.e. interMTA) shall be governed by the provisions of the Parties applicable filed state and federal access tariffs for such traffic.
- 2.2.5 The exchange of traffic between the Parties that is Interexchange Traffic shall be governed by the provisions of the Parties applicable filed state and federal access tariffs for such traffic.

2.3. General Provisions

Each Party shall construct, equip, maintain and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.

2.4. LERG Updates

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

2.5. SS7

SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice where technically feasible for both Parties.

3. RATES AND CHARGES

3.1 General Provisions

The Parties agree to compensate one another at the rates set forth in Attachment 1 for the services to be provided pursuant to this Agreement. The Parties agree the rates shall become effective as of the Effective Date

3.2 Indirect Transit Traffic

3.2.1 The originating party will be responsible for providing the terminating party with JIP, LRN or other data reasonably agreeable to the terminating party to allow for billing. The terminating party may bill the originating party using the tandem operator's transit reports, or any other data reasonably available to the terminating party.

3.2.2 TDS Metrocom's obligation for transport of CMRS-LEC Non-Access Traffic shall stop at the POI. All costs incurred to transport a call to points beyond the POI, including, but not limited to, tandem transit services provided by a third party are solely the responsibility of 365 Wireless.

3.3 Direct Facilities

If both Parties mutually agree, then direct trunking may be instituted on the date agreed to by the Parties.

3.3.1 Where the Parties are utilizing one-way trunks, the trunks from the switch of the originating party to the POI shall be provided and/or paid for by the originating party.

3.3.2 Where the Parties are utilizing two-way trunks, the Parties shall share the non-recurring and monthly costs of the trunks in direct proportion to the traffic each Party originates.

3.3.3 The Parties have established or will establish, and will use, as appropriate, the following separate and distinct trunk groups to appropriately segregate traffic to facilitate the proper billing of inter-carrier compensation between the Parties:

- CMRS-LEC Interconnection Trunks for the transmission and routing of CMRS-LEC Non-Access Traffic between their respective Telephone Exchange Service Customers. 365 Wireless is prohibited from routing traffic that is not CMRS-LEC Non-Access Traffic over the CMRS-LEC Interconnection facilities. Traffic that originates with a 365 wireless end user with WIMAX or fixed wireless technology is not considered CMRS traffic per this agreement and will not be routed over CMRS-LEC

Interconnection Trunks..If TDS Metrocom determines that 365 Wireless is routing non-wireless-originated traffic over the CMRS-LEC Interconnection facilities for termination to TDS Metrocom, TDS Metrocom shall bill and 365 Wireless shall pay TDS Metrocom's tariffed rates for all such non- CMRS minutes.

- Local Interconnection Trunks for the transmission and routing of Local/Extended Area Service Traffic (including local IP-PSTN traffic) between their respective Telephone Exchange Service Customers. 365 Wireless is prohibited from routing traffic that is non-local traffic over the Local Interconnection facilities. If TDS Metrocom determines that 365 Wireless is routing non-local traffic over the Local Interconnection facilities for termination to TDS Metrocom, TDS Metrocom shall bill and 365 Wireless shall pay TDS Metrocom's tariffed rates for all such non-local traffic.
- Access Connecting Trunks for the transmission and routing of Exchange Access traffic and Non-local IP-PSTN Non-Access Telecommunications Traffic.

4. BILLING AND PAYMENT OF CHARGES

4.1 Measurement Standards

4.1.1 For purposes of billing compensation for the exchange of Non-Access Telecommunications Traffic, billed minutes of use (MOU) will be based upon conversation time. Conversation time will be determined from actual usage recordings. Usage measurement begins when the terminating recording switch receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the terminating entry switch receives or sends a release message, whichever occurs first. Measured MOU are aggregated at the end of the billing cycle and then rounded to the nearest whole minute.

4.1.2 Use of Jurisdictional Factors.

Actual traffic measurements in each of the appropriate categories are the preferred method of classifying and billing traffic. In the event that the Parties cannot measure or classify traffic on a real-time basis based upon call detail information, the Parties agree to use, as necessary, PIU (percent interstate usage), PLU (percent local usage), PVU (percent VOIP usage) and InterMTA factors to facilitate billing of intercarrier compensation in accordance with this Agreement. The initial agreed upon factors are set forth in Attachment II.

4.1.3 365 Wireless may update these factors on no more than a quarterly basis in accordance with the provisions in TDS Metrocom's applicable tariffs for jurisdictional reporting. Any such revised factor must be supported by relevant call data.

4.1.4 Notwithstanding the foregoing, if either Party provides to the other a valid CMRS – LEC InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate Non-Local Traffic, directly or indirectly, in such a fashion as to make the calls appear as Local Traffic for compensation purposes.

4.1.5 Any required mileage measurement shall be based on the industry standard Vertical and Horizontal Coordinate (V&H) mileage measurement process.

4.2 Bill Exchange

4.2.1 Format

TDS Metrocom will prepare its bill in accordance with its existing CABS billing systems.] 365 Wireless will prepare its bill in accordance with the OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable.

4.2.2 Timing

The Parties will exchange billing information on a monthly basis. All bills will be due when rendered and will be considered past due thirty (30) days after the bill date.

4.3 Billing Disputes

The Parties agree that they will each make a good faith effort to resolve any billing dispute according to the procedure set forth in Section 13. Any and all disputes must be brought in good faith. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within ninety (90) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed

amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with late charges set forth in Section 5.

4.4 Taxes

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

5. LATE PAYMENT CHARGES

If any undisputed amount due on a billing statement issued by one Party is not received by the other Party on the payment due date, then the billing Party may charge, and the billed Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the NECA 5 federal tariff, one and one-half percent (1 ½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

6. AUDITS

Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. At its own expense and upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining assurances of compliance with the provisions of this Agreement. This includes on-site audits at the other Party's or the Party's vendor locations. Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules. Unless agreed to by the audited party, all audits will be conducted by an independent third party auditor reasonably acceptable to both parties.

7. IMPAIRMENT OF SERVICE

7.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party that are connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or

impair the service provided over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in providing its services. Neither shall the characteristics and methods of operation of the same circuits, facilities or equipment cause damage to the other Party's network, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities, or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

- 7.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

8. TROUBLE REPORTING

- 8.1 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 a single point of contact 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.

8.1.1 24 Hour Network Management Contact

For TDS Metrocom:

NOC Contact Number: 800-790-1216
Facsimile Number: 608-664-4225
E-mail: telecom.network.management@tdstelecom.com

For 365 Wireless, LLC :

Contact Number: [678.916.0628]
Facsimile Number: [678.916.0698]
E-mail: [\[legal@365wireless.net\]](mailto:legal@365wireless.net)

- 8.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, 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.

9. TERM AND TERMINATION

- 9.1 This Agreement shall take effect as of the date it is signed by both Parties and have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement or terminated by either Party upon (sixty) 60 days' written notice to the other.
- 9.2 Notwithstanding Section 12.1, this Agreement shall be terminated in the event that:
- 9.2.1 The FCC revokes, cancels, does not renew or otherwise terminates 365 Wireless' authorization to provide CMRS in the area served by TDS Metrocom or the State Commission revokes, cancels, or otherwise terminates TDS Metrocom's or 365 Wireless' certification to provide local service;
- 9.2.2 Either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.
- 9.3 Either Party shall have the right to terminate this Agreement at any time upon written notice to the other Party in the event:
- 9.3.1 Party is in arrears in the payment of any undisputed amount due under this Agreement for more than ninety (90) days, and the Party does not pay such sums within ten (10) business days of the other Party's written demand for payment;
- 9.3.2 Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.
- 9.4 Upon expiration or termination of this Agreement, either Party may make written request as provided in the Act, that services continue to be provided pursuant to the terms of this Agreement during the negotiation of a new Agreement. Upon receipt of such notification, the same terms, conditions, and prices set forth in this Agreement will continue in effect, as were in effect at the end of the latest term, or

renewal, so long as negotiations are continuing without impasse until resolution pursuant to this section. If the Parties are in arbitration or mediation before the appropriate State Commission or FCC prior to the expiration of this Agreement, this Agreement will continue in effect only until the issuance of an Order, whether a final non-appealable order or not, by the State Commission or FCC resolving the issues set forth in such arbitration or mediation request.

10. LIABILITY UPON TERMINATION

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

11. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

12. ASSIGNMENT

12.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

12.2 Either Party may enter into subcontracts with third-parties or affiliates as defined in the Act for the performance of any of its duties or obligations under this Agreement.

13. 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, 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 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.

14. GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the Act and the State Commission's and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state in which service is being provided, without regard to its conflict of laws principles, shall govern.

14.2 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 governmental authority. Any modifications to this agreement occasioned by such changes shall be effected through good faith negotiations concerning modifications to this Agreement.

14.3 The Parties agree that the State Commission shall have continuing jurisdiction over any disputes arising under this Agreement.

15. INDEPENDENT CONTRACTOR RELATIONSHIP

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors 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 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 its own expenses involved in all activities related to the subject of this Agreement and 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. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

16. INDEMNIFICATION

16.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to third parties, excluding customers of the Indemnified Party, for:

- 16.1.1 Damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- 16.1.2 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.
- 16.1.2 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 20.3).
- 16.2 The Indemnified Party will notify the Indemnifying Party promptly and in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.
 - 16.2.1 If the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
 - 16.2.2 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
 - 16.2.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.
 - 16.2.4 Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

17. LIMITATION OF LIABILITY

- 17.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

- 17.2 Except as otherwise provided in Section 19, no Party shall be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 17.3 Except as provided in Section 19, no Party shall be liable to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.
- 17.4 **DISCLAIMER**
EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. 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.

18. DISPUTE RESOLUTION

The Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.1. Informal Resolution of Disputes

Upon notice of a dispute, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.2 Formal Dispute Resolution

18.2.1 If Informal Negotiations fail to produce an agreeable resolution within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

18.2.2 In the event of a billing dispute that the Parties are unable to resolve within the sixty (60) day period allotted for Informal Resolution, the billing party shall have the option to render a determination of whether the disputed amount(s) should be paid pending the outcome of Formal Dispute Resolution, which determination shall be binding upon the billed party.

19. **CONFIDENTIAL INFORMATION**

During the exercise and fulfillment of the Parties' obligations under this Agreement it may become necessary for the Parties to disclose proprietary or confidential information to one another. Any information of one Party (a Disclosing Party) that it furnished or made available or otherwise disclosed to the other Party, its employees, contractors or agents (a "Receiving Party) regardless of form pursuant to this Agreement ("Confidential Information") shall be deemed the property of the Disclosing Party. Confidential information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or 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 except that the following information shall be deemed Confidential Information, whether or not marked as such: oral or written negotiation, orders for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Confidential 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, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons 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 such use in writing by the Parties.

If any Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable

efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

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 Confidential 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.

20. NOTICES

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Party’s designated representatives identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective on the next business day following the date of transmission. The Party sending the facsimile, Internet or Electronic messaging system notice will verbally notify the other Party about the facsimile immediately following the communication being sent. The Party receiving the notice by facsimile will provide written confirmation to the other Party. 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:

If to TDS Metrocom	If to 365 Wireless
TDS Metrocom LLC Attention: Carrier Relations 525 Junction Road Madison, WI. 53717	365 Wireless, LLC Attn: Tony D. Cash – General Counsel 1500 Trotters Cove Atlanta, Georgia 30338
With copy to:	With copy to
TDS Metrocom LLC GRA / Peter Healy P.O. Box 5366 Madison, Wisconsin	365 Wireless, LLC Attn: Joe White – VP Operations 1500 Trotters Cove Atlanta, Georgia 30338

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving prior written notice to the other Party.

21. 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 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. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

22. ENTIRETY

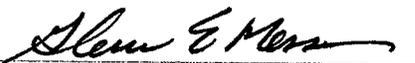
This Agreement and the Exhibits and Attachments referenced herein constitute the entire agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter hereof. No representations, modifications, understandings, agreements or waivers of any provisions contained herein will be binding upon the Parties unless evidenced in writing signed by duly authorized representatives of both Parties.

This Agreement shall become binding upon and inure to the benefit of both Parties, their successors and permitted assigns upon signature by both Parties, whose signatures shall represent and warrant that the individual signing has sufficient authority to bind the Party on whose behalf the individual signs.

23. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

365 Wireless, LLC

By: 

Name: GLENN E. MESSNER

Title: VP FINANCE

Date: 11/1/12

TDS Metrocom, LLC

By: 

Name: Joel Dohmeier

Title: Director-Regulatory Revenue, Strategy & Compliance

Date: 11/12/2012

Signature Page to Interconnection and Reciprocal Compensation Agreement between TDS Metrocom, LLC-Wisconsin and 365 Wireless, LLC

**INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
BETWEEN TDS METROCOM AND 365 Wireless, LLC**

ATTACHMENT I

TERMINATING RECIPROCAL COMPENSATION RATES Wisconsin

1. CMRS-LEC Non-Access Traffic
Per Terminating Conversation Minute
Bill and Keep
2. Local Traffic
\$0.004241 per Minute
3. CMRS-LEC Access Reciprocal Compensation
Per applicable state or federal Access Tariffs
4. Interexchange Traffic
Per state and federal Access Tariffs

**INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
BETWEEN TDS METROCOM AND 365 Wireless, LLC**

ATTACHMENT II

Percentage Interstate Use Factor PIU

 If 365 Wireless does not submit a supported PIU factor quarterly to TDS Metrocom, a derived factor will be created by TDS Metrocom based on TDS Metrocom's CABS system data

Assumed Percentage Local Use Factor: Not Required due to dedicated Local Trunks

Assumed Percentage VoIP use Factor: PVU 7%

Assumed InterMTA factor for Wireless: 50%

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