

**AGREEMENT FOR
AMERITECH DS1 AND DS3 HIGH CAPACITY DIGITAL TRANSPORT SERVICE
and OC48 SONET RING SERVICE**

This Agreement is entered into as of May 1, 2001 (the "Effective Date") between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin with offices at 722 N. Broadway, Milwaukee, WI 53202 ("Ameritech") and PrimeCo Personal Communications, L.P., d/b/a Verizon Wireless, with offices at 15725 W. Ryerson, New Berlin, Wisconsin 53151 ("Customer").

WHEREAS, Ameritech is a provider of private line services, including Ameritech SONET Ring and High Capacity Digital Transport Services (referred to herein as the "Service" or the "Services"); and

WHEREAS, Customer desires to purchase such Services from Ameritech.

NOW THEREFORE, in consideration of the covenants and undertakings herein, Ameritech agrees to furnish and Customer agrees to subscribe to and pay for the Service as described herein, and pursuant to the terms and conditions contained herein.

1.0 Service to be Provided

1.1 OC-48 SONET Ring Service

This Service provides high speed optical transport service over an optical fiber backbone operating at an overall maximum speed of 2.488 gigabits per second (Gbps) referred to as Optical Carrier level 48 (OC-48). OC-48 SONET Ring Service provides SONET-capable transmission equipment and optical fiber facilities necessary to interconnect multiple node sites with a maximum cumulative capacity equal to forty-eight (48) DS3 channels. Maximum transport capacity is the total quantity of individual port-to-port connections between all nodes on the ring. Individual DS3 port to DS3 port and connection capacities may be incrementally distributed between nodes on the ring in any manner specified by Customer. At the node sites, DS3 channels may be electrically cross-connected to the network directly at the DS3 level. In order to add/drop DS3 Services from an OC-48 node, Add/Drop Capability is required. The capacity of one (1) Add/Drop Capability arrangement is twelve (12) DS3s equivalents. Up to four (4) Add/Drop Capability arrangements may be provisioned on one (1) OC-48 Node. The network is in a ring architecture which is designed to provide increased reliability and functionality connecting multiple Customer designated locations and specified Ameritech central offices via self healing network designs. This dedicated ring will provide fifty (50) millisecond protection switching.

OC-48 SONET Ring Service provides physical layer transport only. The OC-48 SONET Ring Service shall be limited to intra-state, intra-LATA service only.

Other Ameritech Services may access the OC-48 SONET Ring via cross-connection at Ameritech's central office node locations. Where such other Ameritech Services are provided in this Agreement, rates in section 3.0 shall apply. Otherwise, appropriate nonrecurring and recurring tariff rates for other Ameritech Services will apply in addition to those in Section 3.0 hereof.

1.2 The OC-48 SONET Ring shall be equipped to deliver DS3 channels at the node locations listed below. For connection of channels, one (1) interconnect Port Card will be required per each point-to-point channel termination (one termination at each end). Ameritech shall provide OC-48 SONET Ring Service in the configurations detailed below:

1.2.1 The OC-48 SONET Ring shall have four (4) node locations:

<u>Node Type</u>	<u>Node Location</u>
Customer Premises -	15725 W. Ryerson, New Berlin, Wisconsin
Central Office -	Milwaukee 12 – MILWWI12
Central Office -	Milwaukee 13 – MILWWI13
Central Office -	Milwaukee 45 – MILWWI45

1.3 High Capacity Digital Transport Service

DS1 High Capacity Digital Transport Service provides high-speed transport service at an overall maximum bandwidth of 1.544 megabits per second (Mbps). Each circuit provides point-to-point transport between cellsites and DS3 hub locations designated by Customer within LATA 356 in the State of Wisconsin. Both ends of the DS1 circuit must be located in Ameritech service territory and this Agreement does not apply to circuits which are jointly provided by Ameritech and another Telecommunications Carrier. DS3 High Capacity Digital Transport Service provides high speed transport service at an overall maximum bandwidth of 44.736 Mbps. Each circuit provides point-to-point transport between hub locations and the Customer premises at 15725 W. Ryerson, New Berlin, Wisconsin within LATA 356 in the State of Wisconsin.

The Service shall be used by the Customer only in connection with its provision of commercial mobile radio services. The locations of the initial DS1 and DS3 circuits are identified in Attachment A. Ameritech's network design and pricing are based on the cell site locations provided by Customer and reflected in Attachment A. As long as Ameritech is providing OC-48 Service at which such DS1 circuits are connected, Customer may request Ameritech to provide additional DS1 circuits beyond those specified in Attachment A up to the total capacity of the SONET Rings provided under this Agreement.

1.3.1 This Agreement extends only to private line services which are intraLATA, intrastate. Other services shall be provided pursuant to the terms and conditions of Ameritech's then-prevailing interstate tariffs.

1.3.2 Nothing herein shall prevent Customer from ordering additional or other Services from Ameritech under the applicable tariff or service catalog.

2.0 Commencement, Term, and Extension

This Agreement shall commence upon the Effective Date and, unless terminated as provided in this Agreement, shall remain in effect until the expiration of the SONET Term and the Circuit Service Terms, as described below. The OC-48 SONET Ring shall have a term of sixty (60) months ("SONET Term") commencing on the Cutover Date (as defined in Section 4). Each High Capacity Digital Service circuit shall have a Circuit Service Term of sixty (60) months commencing on the installation date of the circuit.

If Customer has not discontinued the SONET Services provided pursuant to this Agreement prior to the end of the SONET Term, and if Customer does not notify Ameritech in writing thirty (30) days prior to the expiration of the SONET Term that Customer intends to disconnect the SONET Services effective as of the expiration of the SONET Term, then the SONET Services shall convert on the expiration of the Term to a month-to-month basis. If Customer has not discontinued a High Capacity circuit provided pursuant to this Agreement prior to the end of its Circuit Service Term, and if Customer does not notify Ameritech in writing thirty (30) days prior to the expiration of the Circuit Service Term that Customer intends to disconnect the High Capacity Service effective as of the expiration of the Circuit Service Term, then the High Capacity Service shall convert on the expiration of the Circuit Service Term to a month-to-month basis. The Monthly Charges during any month-to-month period will be those specified in Section 3.1. Either party may terminate the month-to-month terms upon providing the other party with thirty (30) days prior written notice.

3.0 Rates and Charges

3.1 OC48 SONET Dedicated Ring Service

Ameritech agrees to furnish and Customer agrees to pay for the services at the monthly rates described below:

Description	Quantity	Monthly Rate/ Per unit	Monthly Subtotal
OC-48 Ring Customer Premises Nodes, Mileage, and Regens	1	\$19, 663.60	\$19, 663.60
OC-48 Add/Drop Capability arrangements	10	\$849.20	\$8,492.00
DS3 Ports	64	\$96.80	\$6,195.20
		Monthly Total	\$34,350.80

Additional Add/Drop Capabilities and DS3 Ports can be added to the SONET Ring at the Monthly Rate/Per Unit prices set forth above. The new Monthly Total then becomes the Monthly Charges associated with the Early Termination Fee as described in Section 3.4.

3.1.1 High Capacity Digital Transport Service

Ameritech agrees to furnish the DS1 and DS3 High Capacity Digital Transport Services identified herein within its service territory in LATA 356 within the State of Wisconsin, and Customer agrees to pay for such Services, at the rates indicated below. Ameritech is not responsible for transport across LATA boundaries. Such services must be independently obtained by Customer. Charges for DS3's used for Mobile Switching Center ("MSC") to cell site circuits are included in the DS1 rates listed in this section. Non-channelized DS3 circuits shall not be provided under this Agreement but may be purchased by Customer out of Ameritech's tariff.

<u>Description</u>	<u>Monthly Charge</u>	<u>Nonrecurring Charges</u>
Price per DS1 circuit, Including portion of DS3 Circuit needed to connect The DS1 from the hub Location to the SONET node ("Blended Rate")	\$282.00	\$0.00
Channel Utilization Fee per Non-cell site DS1 Riding a DS3 ¹	\$82.00	\$0.00

¹ This rate is a DS3 channel utilization fee and is intended to apply to all non-cell site DS1 circuits and meet point circuits to independent companies that ride a DS3 on the SONET Ring provided under this Agreement. This rate is in addition to any applicable tariff DS1 circuit charges.

3.2 Service Expansion or Rearrangement

If Customer changes the location of any of the nodes on the SONET Ring provided under this Agreement, Customer will also be responsible for any new or revised charges associated with the new node. Customer and Ameritech will come to mutual agreement regarding the terms and conditions for changing the node location including any new or revised rates. The Parties may mutually agree to waive termination charges. The Agreement must be in writing and must specifically state that such charges are waived.

3.3 Payment

All payments hereunder shall be due within thirty (30) days from the date of receipt by Customer of the invoice. Late payments, other than those which are subject to a bona fide dispute, shall be assessed as an additional charge of one and one half percent (1 ½%) per month or the highest amount allowed by law, whichever is lower.

3.4 Early Termination Fee

In the event that Customer terminates the SONET Ring before the end of the SONET Term, Customer shall immediately pay Ameritech a Termination Fee equal to 80% of the Monthly Charges associated with the SONET Ring as set forth in Section 3.1 for each month remaining in the relevant term from the date of termination. Each year, Customer may terminate, without penalty, 2% (rounded up) of the committed volume of High Capacity Digital Transport DS1 Service identified in Section 3.6 before the end of the Circuit Service Term. Any terminations of High Capacity Digital Transport DS1 Service that are above the 2% threshold are subject to an Early Termination Fee equal to 80% of the Monthly Charges for that circuit for each month remaining in the Circuit Service Term .

3.5 DS1 Circuit Moves

During the term of this agreement, Customer may move the Local Distribution Channel (“LDC”) of a DS1 High Capacity Circuit to another location in the same LATA without incurring any non-recurring installation charges or termination charges. Each such DS1 circuit LDC moved will have a new 60-month Circuit Service Term and will have a rate set forth in Section 3.1.1 herein.

3.6 DS1 Volume Commitments

Customer shall subscribe to a minimum number of 190 DS1 circuits during the SONET Term. For each month that Customer fails to subscribe to the required minimum number of DS1 circuits within the specified time frame, Customer will be charged a fee equal to the difference between the required minimum number of circuits and the number of circuits actually in service, multiplied by the Monthly Charge for the blended DS1/DS3 rate. In the event that Customer has placed an order for the required number of circuits for a specific time frame but Ameritech has failed to finish installation of such circuits, the relevant time frame shall be extended until Ameritech completes installation.

3.7 Transition Circuits

Within the first three (3) months of the Cutover Date, Customer may transition the high capacity circuits listed in Attachment B, to ride the SONET Ring described in this Agreement. Any high capacity circuits not transitioned to the SONET Ring during this time shall be charged at the full tariff rate.

4.0 **Installation Schedule for OC-48 SONET Ring**

4.1 Ameritech and Customer will jointly develop a Master Installation and Cutover schedule for the OC-48 Ring ("Installation Schedule"). No deviations from the Installation Schedule will occur without the mutual written approval of Customer and Ameritech. Cutover to the Service shall be established in the Installation Schedule on a mutually agreed-upon date. Cutover shall occur once the Service is fully operational and available for Customer's use ("Cutover Date").

4.2 If Ameritech's performance of the Installation Schedule is delayed due to changes, acts or omissions of Customer or Customer's contractor or due to any acts of God, Ameritech will have the right to extend Cutover for a reasonable period of time equal to no more than the period of such delay. Such delays in the Installation Schedule must be communicated as soon as practical in writing between Customer's appointed Project Coordinator and Ameritech's Project Manager.

5.0 **Technical Specifications; Channel Interfaces and Performance Criteria**

5.1 Technical specifications for SONET Ring Service are described in AM-TR-NIS-000111 and AM-TR-TMO-000101.

5.2 To order Bellcore reference documents, contact:

Telcordia Customer Service
60 New England Avenue
Room IB252
Piscataway, New Jersey 08854
800-521-2673

To order Ameritech reference documents, contact:

Information Manager
Ameritech Services, Inc.
Location 3B77F
2000 West Ameritech Center Drive
Hoffman Estates, Illinois 60196

6.0 Maintenance

- 6.1 In order to prevent any interruption of the Services, Ameritech shall, at its own cost and expense, provide any and all maintenance and repairs of the facilities used to provide the Services and shall keep such facilities in good order, condition and repair. Maintenance and repair shall be performed consistent with Ameritech's FCC 2 Tariff Section 13.3.1. Ameritech shall be responsible for inspecting the facilities and performing any routine maintenance, and, subject to building security requirements, Customer shall provide Ameritech with full and free access to Customer's premises in order for Ameritech to perform routine and emergency maintenance and repairs. There are no additional charges for Ameritech's maintenance services hereunder.
- 6.2 Ameritech's repair obligation does not include repair of damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work.

7.0 Service Interruption

In the event of a Service interruption, a credit allowance will be given to Customer pursuant to the appropriate provisions of Ameritech's Wisconsin intrastate tariff, which references Ameritech's Wisconsin interstate access tariff, FCC No. 2, Part 2.4.4 "Credit Allowances for Service Interruption".

8.0 Default

If either party fails to perform any substantial and material term of this Agreement, and such default (1) is not attributable to a *force majeure* event described in Section 14 or acts or omissions of non-breaching party and/or non-breaching party's contractors, and (2) continues uncured for a period of more than (a) if the default is service affecting, forty-eight (48) hours, or if it is not possible to cure such default within the forty-eight (48) hours, then such additional time as is strictly necessary to cure such default, not to exceed an additional two (2) days, or (b) if the default is not service affecting, thirty (30) days, the non-breaching party shall be entitled to serve written notice of its intent to terminate (which notice shall include a reasonably detailed statement of the nature of such breach), upon the breaching party. If such material breach continues un-remedied for the period described above after actual receipt by the breaching party of such written notice (ten days in the case of non-payment), the non-breaching party may, by further written notice, either: (a) terminate an appropriate portion of its obligation under this Agreement, if such breach does not affect the entire Agreement, or (b) terminate the entire Agreement, if such breach substantially and materially affects the aggrieved party's rights under this Agreement and cannot be isolated to a portion of services rendered or purchased under this Agreement. If Customer terminates all or a portion of the Agreement pursuant to this Section, the Early Termination Fee set forth in Section 3.3 shall not apply.

9.0 Change in Conditions

In the event of a major and unanticipated change in Customer's business conditions outside Customer's control which significantly affects the Customer's buildout plans, Ameritech agrees to discuss with Customer mutually acceptable methods of restructuring this Agreement that will meet the needs of both parties and be consistent with the intent of this Agreement.

10.0 Taxes and Additional Charges

Customer shall remit to Ameritech all applicable federal, state and local taxes and all applicable municipal and state additional charges or surcharges that apply to the Services rendered by Ameritech hereunder, unless Customer provides Ameritech with the appropriate tax exemption documentation within a reasonable time frame for Ameritech to effectuate the exemption.

11.0 Required Filings

11.1 This agreement may be filed with the Wisconsin Public Service Commission ("PSCW") on a confidential basis and is expressly subject to any required approvals from the PSCW.

11.2 Except as modified herein, Ameritech's provision of SONET and High Capacity Digital services shall also be pursuant to the terms and conditions of the applicable tariff. In the event of an explicit conflict between the terms of the tariff and the terms of this Agreement, the terms of this Agreement shall govern.

12.0 Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages regardless of the cause of action, arising out of or in connection with the performance or nonperformance of obligations undertaken in this Agreement.

13.0 Indemnification

13.1 Each party shall defend, indemnify and hold harmless the other party, its corporate affiliates, and their officers, employees and agents from and against all losses, damages, claims, liabilities, and expenses of third parties (including attorneys' fees and costs), but solely to the extent arising out of or resulting from (a) personal injury or property damage caused by the indemnifying party's acts or omissions, or those of persons furnished by the indemnifying party or (b) assertions under Workers' Compensation or similar laws made by persons furnished by the indemnifying party.

13.2 The indemnified party shall promptly notify the indemnifying party of any written claim, loss or demand for which the indemnifying party may be responsible under this provision and shall cooperate with the indemnifying party to facilitate the defense or settlement of the claim. The indemnifying party shall keep the indemnified party reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified party, at its expense, to participate in the defense or settlement of such claim. The indemnifying party shall have final authority regarding defense and settlement unless such settlement involves a restriction on the activities of the indemnified party.

14.0 Excused Performance

Neither Ameritech nor Customer shall be liable to the other for any delay or failure in performance hereunder due to fires, strikes, other labor disputes, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes which are beyond the control of the party unable to perform (hereinafter "force majeure"). If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party.

15.0 Assignment

- 15.1 Neither Party shall assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment that is not permitted shall be void ab initio, except that either party may assign monies due or to become due to it, provided that (a) the assigning Party gives the other Party at least thirty (30) days prior written notice of such assignment and (b) such assignment does not impose upon the other Party obligations to the assignee other than the payment of such monies.
- 15.2 Notwithstanding the foregoing, either Party may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee the assignor shall be discharged of any liability under this Agreement.
- 15.3 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.

16.0 Enforceability

If any provision of this Agreement is otherwise held to be illegal or invalid, then Customer and Ameritech shall negotiate an adjustment consistent with the purposes of this Agreement. Subject to the foregoing, the illegality or invalidity of any provision of this Agreement will not affect the legality or enforceability of the remaining provisions, and this Agreement shall then be construed as if such unenforceable or unlawful provision had not been contained herein; provided that, if such illegality or invalidity materially adversely affects any of the benefits or rights of a party hereto, such affected party may terminate this Agreement within a reasonable time after the decision that rendered such provision illegal or invalid becomes final.

17.0 Governing Law

This Agreement shall be construed in accordance with and governed by the domestic laws of the State of Wisconsin, without regard to its choice of law provisions.

18.0 Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

19.0 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.

20.0 Publicity

Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

21.0 Survival of Obligations

The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

22.0 Notice

Notices given by one Party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

Verizon Wireless
15725 W. Ryerson
New Berlin, WI 53151
Attn:

With a copy to:

PrimeCo Personal Communications, L.P. , d/b/a Verizon Wireless
1515 Woodfield Road, Suite 1400
Schaumburg, IL 60173
Attn: Legal Department

To Ameritech:

Attn: Notices Manager
SBC Contract Administration
Four Bell Plaza
311 S. Akard, 9th Floor
Dallas, TX

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery or (c) three (3) days after mailing in the case of first class or certified U.S. mail.

23.0 Confidentiality

Any information, including but not limited to customer lists, specifications, drawings, computer programs, technical or business information including subject matter of inventory and management services, or other data in whatever form (hereinafter individually and collectively "Information"), furnished by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether in writing, orally or visually, under or in contemplation of this Agreement or to which the Receiving Party has access through the performance of Services hereunder shall not be disclosed by the Receiving Party. All copies of such Information shall be returned to the Disclosing Party at the Disclosing Party's request. The Receiving Party shall:

- A. restrict disclosure of the Information to the Receiving Party's employees with a "need to know" (i.e. employees that require the Information to perform their responsibilities in connection with this Agreement) and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
- B. use the Information only for purposes of performing under this Agreement;
- C. advise those employees who access the Information of their obligations with respect thereto; and
- D. copy the Information only as necessary for those employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies.

The Receiving Party recognizes and agrees that the unauthorized use or disclosure of the Information would cause irreparable harm to the Disclosing Party for which there would be no adequate remedy at law, and that an actual or contemplated breach of this Clause shall entitle the Disclosing Party to both temporary and permanent injunctive relief in addition to any other relief available at law or in equity. The obligations herein contained shall expressly survive the termination or expiration of this Agreement.

The Information shall not be considered confidential if the Receiving Party can demonstrate that the Information:

- A. is or becomes available to the public through no breach of this Agreement;
- B. was previously known by the Receiving Party without any obligation to hold it in confidence;
- C. is received from a third party free to disclose such Information without restriction;
- D. is independently developed by the Receiving Party without the use of The Disclosing Party's Information;
- E. is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
- F. is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- G. is disclosed in response to a valid order of a court or lawful request of a governmental agency, but only to the extent of and for the purposes of such order or request, provided that the Receiving Party first notifies the Disclosing Party of the order or request so that the Disclosing Party may seek an appropriate protective order.

24.0 Entire Agreement

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any pre-printed 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 both Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties to be effective on the date set forth on page 1.

**Prime Co Personal Communications,
L.P., d/b/a Verizon Wireless**

**Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin,
By SBC Telecommunications, Inc.,
Its authorized agent**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____