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April 6, 2006

Public Service Commission of Wisconsin  
610 North Whitney Way  
P. O. Box 7854  
Madison, WI 53707-7854

Attention: Ms. Sandra J. Paske, Secretary

Re: Application for Approval of Interconnection Agreement between Wood  
County Telephone Company, d/b/a Solarus, and Cellcom USA, Inc.  
Our File No. 000632

Dear Ms. Paske:

Solarus hereby requests approval pursuant to 47 U.S.C. § 252 of an interconnection agreement between Wood County Telephone Company and the following Cellcom affiliates: New-Cell, Inc., KDM Cell, Inc., NET-LEC, Inc., Net-Net, Inc., Iowa RSA #3, LLC, Iowa RSA #12, LLC, New-Call, LLC, Brown County MSA Cellular Limited Partnership, Nsighttel Wireless, LLC, Wisconsin RSA #4 Limited Partnership, and Wisconsin RSA #10 Limited Partnership. Under this agreement, the parties have agreed to interconnection on substantially the same terms as are set out in an interconnection agreement between Wood County Telephone Company and Nextel Partners. The agreement is effective March 28, 2006.

Solarus has been authorized by Cellcom to submit this agreement for PSCW approval. I hereby certify that a copy of this filing has been served by mail on:

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Mr. Mike Watermolen  
Cellcom  
450 Security Blvd.  
P.O. Box 19079  
Green Bay, WI 54307-9079

Please direct any questions on this matter to Mr. Jerold Johnson at 715-421-8121, or Mr. Watermolen at 920-617-7556.

Very truly yours,

BELL, GIERHART & MOORE, S.C.

/s/ William C. Williams  
William C. Williams

027/jmb

Enclosure

cc: Ken Barth (by e-mail)  
Jerold R. Johnson - Solarus (by e-mail)

**AGREEMENT**

**BETWEEN**

**Wood County Telephone**

**AND**

**CELLCOM**

**For the Adoption of Nextel Partners Agreement**

## **AGREEMENT**

This Agreement is entered into by and between Wood County Telephone (“WCTC”) a Wisconsin company, with offices at 440 East Grand Avenue, Wisconsin Rapids, WI 54494 , and New-Cell d/b/a Cellcom. (“CellCom”), and its affiliates a Wisconsin corporation, with offices at 450 Security Blvd, Green Bay, WI 54307-9079, will be effective upon execution of both Parties.

**WHEREAS**, Wood County is an incumbent Local Exchange Carrier in the State of Wisconsin;

**WHEREAS**, Cellcom is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”) and provides such service to its end user customers within the state of Wisconsin

**WHEREAS**, the Telecommunications Act of 1996 (the “Act”) was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires WCTC to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Cellcom has requested that WCTC make available the Wireless Interconnection and Reciprocal Compensation Agreement in its entirety executed between Wood County Telephone Company and NPCR, Inc. D/b/a/ Nextel Partners approved by the Public Service Commission Wisconsin on 01/08/2003 in Docket 05-TI-724 (“Nextel Partners Agreement”).

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, WCTC and Cellcom hereby agree as follows:

1. WCTC and Cellcom shall adopt in its entirety the Nextel Partners Wireless Interconnection and Reciprocal Compensation Agreement dated November 11, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. Further, The Nextel Partners Agreement shall be amended with the provisions listed in this

Agreement. The Nextel Partners Wireless Interconnection and Reciprocal Compensation Agreement is attached hereto as “Exhibit A” and incorporated herein by this reference.

2. The Parties further agree to the rates, terms and conditions as set forth in the Nextel Partners Agreement.
3. The term of this Agreement shall be from the effective date as set forth above and.
4. Cellcom shall accept and incorporate any amendments to the Nextel Partners Wireless Interconnection and Reciprocal Compensation Agreement dated November 11, 2002, executed as a result of any final judicial, regulatory, or legislative action.
5. To the extent there is a conflict or inconsistency between the provisions of this Agreement and the provisions of the Nextel Partners Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Agreement shall control and apply but only to the extent of such conflict or inconsistency.

**6. AMENDMENT TO THE AGREEMENT**

The Agreement is hereby amended by referencing and incorporating the following:

**7. AMENDMENT EFFECTIVE DATE**

The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act (“Amendment Effective Date”). The Agreement and amendment shall expire as set forth in the Nextel Partners Wireless Interconnection and Reciprocal Compensation Agreement dated November 11, 2002.

8. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
9. The name Cellcom shall be substituted in the place of Nextel in the Nextel Agreement wherever appropriate.

10. Section 3.3 of the Nextel Partners Agreement the OCN for Cellcom shall be 6692, 9759, and 5564.

11. Every notice, consent, approval or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

WCTC: Wood County Telephone Company  
Attn: Mr. Douglas Wenzlaff  
General Manager  
440 East Grand Avenue  
P.O. Box 8045  
Wisconsin Rapids, WI 54495-8045

Cellcom: Vic Jackson  
Interconnection Services, Inc.  
2377 Seminole Dr.  
Okemos, MI 48864

with a copy to: Mike Watermolen  
Cellcom  
450 Security Blvd.  
P.O. Box 19079  
Green Bay, WI 54307-9079

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

## 12. TRANSFER OF CUSTOMERS

12.1. CLEC shall place orders for services by submitting a local service request (“LSR”) to ILEC. LSRs shall be in accordance with each Party’s operational handbook.

12.2. Orders shall be submitted via FAX. An individual order will be identified for billing purposes by its Purchase Order Number (“PON”).

- 12.3** When notification is received from the NSP that a current End User Customer of OSP will subscribe to NSP's service, standard service order intervals and SO charges for the appropriate class of service will apply.
- 12.4** NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End User for conversion of the End User Customer's service from NSP to OSP.
- 12.5** If either Party determines that an unauthorized change in local service has occurred, the Party will reestablish service with the customer's authorized local service provider and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

### **13. LNP LOCAL NUMBER PORTABILITY**

- 13.1.** The Parties will offer service provider local number portability (SPLNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. All ports between the Parties shall only be valid if the end user customer obtains Telecommunications service from a Telecommunications provider both before and after the port.
- 13.2.** The parties agree to comply with finalized FCC rules and orders, and associated North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture including but not limited to North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines concerning local number portability

- 13.3.** The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 13.4.** Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the Number Portability Administration Center (NPAC) SMS.
- 13.5.** Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 13.6.** N-1 Query. ILEC does not offers default query service so non-queried calls will be returned to the N-1 carrier.
- 13.7.** Porting of Reserved Numbers. In addition, End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. Section 52.15(f)(1)(vi) that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).
- 13.8.** The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 13.9.** A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

### **13.10. COORDINATED CUTOVERS**

- 13.10.1.** For LNP Coordinated Hot Cuts (“CHC”), New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. OSP will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Charges for

CHCs are listed in Appendix A. Old Service provider (OSP) offers two types of coordination:

**13.10.1.1.** Any Time: Order to be worked anytime during the day on the due date but OSP must notify NSP when completed.

**13.10.1.2.** Specific Time: Order is to be worked at a specific time on the due date.

**13.10.2.** If coordination is requested, NSP will be required to call the LEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. OSP reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48 hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from NSP, it will be assumed that NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP with 48 hours from the original due date to reschedule, the order will be canceled

**13.10.3. LATE NOTIFICATION CHANGES – DUE DATE, COORDINATION**

**13.10.3.1.** OSP will proceed with the conversion based on the Firm Order Confirmation Policy for late notification of changes in due date and/or coordination time is as follows:

**13.10.3.2.** If OSP personnel have to wait more than 15 minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for one half hour for each person reasonably involved in the conversion. The charge will be calculated, in half hour increments, times the loaded hourly compensation rate for each person involved in the call.

**13.10.3.3.** If the NSP reschedules the CHC call less than 48 hours from the scheduled CHC call time, the NSP will incur an order change charge as listed in the Pricing Attachment.

**13.10.3.4.** Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each person involved in the call.

#### **13.10.4. OBLIGATIONS OF BOTH PARTIES**

**13.10.4.1.** Both Parties are responsible for advising the Number Portability Administration Center (NPAC), in accordance with the FCC's LNPA Working Group's guidelines, of telephone numbers that it imports and releases with the associated data.

**13.10.4.2.** When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.

**13.10.4.3.** Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

**13.10.4.4.** Both Parties must be registered by the Regional NPAC prior to the scheduling of inter-company testing.

**13.10.4.5.** Each Party will designate a single point of contact (SPOC) to

schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

**13.10.4.6.** Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when such Party ports the end-user's telephone number to their switch.

**13.10.4.7.** The LRN associated with the ported number associated with OSP's Local/EAS area shall be derived from an NPA/NXX within the same Local/EAS areas.

## **14. 911 INTRODUCTION**

**14.1.** This Section 13 sets forth terms and conditions for 911 Service Access provided by the Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the ILEC's 911 and E911 Databases, and interconnection to an ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

**14.2.** Wireless E911 Service Access is a service which enables Wireless Carriers use of ILEC 911 network service elements which ILEC uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where ILEC is the 911 Service Provider. E911 Authority reimburses ILEC for the portions of Universal Emergency Number/911 Telecommunications Service provided from ILEC. Wireless E911 Service Access makes available to Wireless Carrier only the service configuration purchased by the E911 Authority from ILEC. ILEC shall provide Wireless E911 selective routing functions to Wireless Carrier as described in this Appendix, in each area in which (i) Wireless Carrier is authorized to provide CMRS and (ii) ILEC is the 911 selective router provider in the area. The Federal Communications Commission has, in FCC Docket 94-102,

ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines for CMRS and by which said service must be available to end users from CMRS providers. The E911 service described in this agreement provides components of the E911 end user services. Wireless Carrier intends to provide to its end users to comply with Docket 94-102.

- 14.3.** The prices at which ILEC agrees to provide Wireless Carrier with E911 Service Access is contained in the applicable State Access Services tariff where stated.

#### **14.4. 911 DEFINITIONS**

- 14.4.1.** “**911 System**” means the set of network, database and customer premise equipment (CPE) components required to provide 911 services.
- 14.4.2.** “**911 Call(s)**” means a call made by an Wireless Carriers Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 14.4.3.** “**Alternate PSAP**” means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 14.4.4.** “**Automatic Location Identification**” or “**ALI**” means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 14.4.5.** “**Automatic Location Identification Database**” or “**ALI Database**” means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 14.4.6.** “**Automatic Number Identification**” or “**ANI**” means a signaling parameter that refers to the number transmitted through a network

identifying a pANI. With respect to 911 and E911, “ANI” means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP’s Customer Premise Equipment (CPE) for display.

- 14.4.7. “Call Back Number”** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Wireless Carriers Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Wireless Carriers Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 14.4.8. “Call path Associated Signaling” or “CAS”** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller’s location to the PSAP.
- 14.4.9. “Centralized Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Wireless Carriers switch to an ILEC E911 Selective Router.
- 14.4.10. “Cell Sector”** means a geographic area defined by Wireless Carrier (according to Wireless Carriers own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 14.4.11. “Cell Sector Identifier”** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 14.4.12. “Cell Site/Sector Information”** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Wireless Carriers Wireless End User, and which may also include additional information regarding a Cell Sector.
- 14.4.13. “Common Channel Signaling/Signaling System 7 Trunk” or “CCS/SS7 Trunk or SS7 Signaling”** means a trunk that uses Integrated

Services Digital Network User Part (ISUP) signaling to transmit ANI from Wireless Carriers switch to an ILEC 911 Selective Routing Tandem.

- 14.4.14. “NENA Company Identifier” or “NENA Company ID”** means a three to five (3 to 5) character identifier chosen by the Wireless Carrier that distinguishes the entity providing dial tone to the End User. The NENA Company ID is maintained by NENA in a nationally accessible database.
- 14.4.15. “Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 14.4.16. “Designated PSAP”** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site or vertical and horizontal coordinates of the end user location (V&H). A “Default PSAP” is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The “Alternate PSAP” is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 14.4.17. “E911 Authority”** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 14.4.18. “E911 Service”** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point. Various components of the E911 Service are provided by different entities, Wireless Carrier is the party with overall responsibility to integrate all the components for the end user service.

- 14.4.19. “E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between Wireless Carriers MSC and ILEC 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 14.4.20. “E911 Universal Emergency Number Service”** (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or **“E911 Service”** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 14.4.21. “Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 14.4.22. “Emergency Service Routing Digits”** or **“ESRD”** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 14.4.23. “Emergency Service Routing Key”** or **“ESRK”** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 14.4.24. “Hybrid CAS”** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

- 14.4.25. “Meet Point”** means the demarcation between the ILEC network and the Wireless Carrier network.
- 14.4.26. “Mobile Directory Number” or “MDN”** means a 10-digit dialable directory number used to call a Wireless Handset.
- 14.4.27. “Mobile Identification Number” or “MIN”** means a 10-digit number assigned to and stored in a Wireless Handset.
- 14.4.28. “National Emergency Number Association” or “NENA”** means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 14.4.29. “Non-Call path Associated Signaling” or “NCAS”** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 14.4.30. “Phase I”** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 14.4.31. “Phase II”** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty
- 14.4.32. “Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 14.4.33. “Pseudo Automatic Number Identification (pANI)”** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 14.4.34. “Selective Routing”** or **“SR”** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 14.4.35. “Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or CPE
- 14.4.36. “Shell Record”** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 14.4.37. “Wireless Handset”** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

## **14.5. 911 ARRANGEMENT**

- 14.5.1.** E911 service components are provided by several different providers in the ILEC service territory. ILEC provides the selective routing functions and transport of the 911 calls within the ILEC service territory. A third party maintains the database containing customer locations. Wireless Carrier provides the information required to locate the E911 call origination. This agreement is limited to the arrangements between Wireless Carrier and ILEC. ILEC is only responsible for the selective routing and transport functions it provides to Wireless Carrier. Wireless

Carrier is the overall E911 Service Provider who will integrate the 911 components provided by the various subcontractors.

#### **14.6. ILEC RESPONSIBILITIES**

**14.6.1.** ILEC shall provide and maintain such equipment at the E911 SR as is necessary to perform the overall E911 Services set forth herein when ILEC is the E911 SR provider. ILEC shall provide 911 Service to Wireless Carrier in areas where Wireless Carrier is licensed to provide service and ILEC provides the 911 System component. In such situations, ILEC shall provide Wireless Carrier access to the ILEC 911 SR and transport as described in this section.

#### **14.6.2. Call Routing**

**14.6.2.1.** ILEC will route 911 calls from the ILEC SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP and location information provided by Wireless Carrier in the signaling. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

**14.6.2.2.** If Wireless Carrier incorrectly routes the 911 to ILEC SR, ILEC will default route the call to the Wisconsin Rapids Sheriffs department.

#### **14.6.2.3. Facilities and Trunking**

**14.6.2.3.1.** ILEC shall provide and maintain sufficient dedicated E911 trunks from ILEC's SR's to the PSAP, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

- 14.6.2.3.2.** After receiving Wireless Carriers order, ILEC will provide, and Wireless Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable ILEC Access Services tariff. If diversely routed facilities are requested, the diverse routes will require transport to be provisioned by a ILEC and other third parties. ILEC will provide such diversity where technically feasible, at standard tariff rates for diverse routing. Wireless Carrier is responsible for sizing the trunks from the Wireless Carrier MSC (Mobile Switching Center) to the ILEC SR.
- 14.6.2.3.3.** ILEC and Wireless Carrier will cooperate to test all trunks and facilities between Wireless Carriers network and the ILEC SR(s) at a mutually agreed upon schedule.
- 14.6.2.3.4.** Wireless Carrier is responsible for testing and isolating troubles to the ILEC SR or transport prior to reporting a trouble to ILEC. If Wireless Carrier reports a trouble on the 911 service to ILEC and no trouble actually exists on the ILEC portion of the service, ILEC shall charge Wireless Carrier for any dispatching and testing (both inside and outside the Central Office (CO)) required by ILEC in order to confirm the working status.
- 14.6.2.3.5.** Once a problem in the 911 network is reported, the ILEC will take actions to repair any troubles that actually exist expeditiously.

## **14.7. WIRELESS CARRIER RESPONSIBILITIES**

### **14.7.1. Call Routing**

**14.7.1.1.** Where ILEC is the 911 System Service Provider, Wireless Carrier will route 911 calls from Wireless Carriers MSC to the ILEC SR office of the 911 system.

**14.7.1.2.** Depending upon the network service configuration, Wireless Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the ILEC 911 SR.

**14.7.2. Facilities and Trunking**

**14.7.2.1.** Where specified by the E911 Authority, Wireless Carrier shall provide or order from ILEC, transport and trunk termination to each ILEC 911 SR that serves the areas in which Wireless Carrier is licensed to and will provide CMRS service.

**14.7.2.2.** Wireless Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Wireless Carriers MSC and the ILEC SR

**14.7.2.3.** Wireless Carrier is responsible for determining the proper quantity of trunks and transport facilities from Wireless Carriers MSC to interconnect with the ILEC 911 SR.

**14.7.2.4.** Wireless Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Wireless Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

**14.7.2.5.** Wireless Carrier shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Wireless Carriers MSC to each ILEC 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

- 14.7.2.6.** Wireless Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 14.7.2.7.** Wireless Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 14.7.2.8.** In order to implement Phase II E911 Service, Wireless Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit (“Data Circuit”) from Wireless Carriers MSC to the appropriate ILEC ALI server where ILEC is the designated ALI Database Provider. Such Data Circuit may be ordered from ILEC affiliate or vendor of Wireless Carriers choice.
- 14.7.2.9.** Wireless Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Wireless Carriers traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Wireless Carrier shall request additional circuits from ILEC.
- 14.7.2.10.** Wireless Carrier will cooperate with ILEC to promptly test all 911 trunks and facilities between Wireless Carriers network and the ILEC 911 Selective Router(s) to assure proper functioning of 911 service. Wireless Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 14.7.2.11.** Wireless Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Wireless Carriers facility Meet Point. Wireless Carrier is responsible for advising ILEC of the circuit identification and the fact that the circuit is a 911 circuit when notifying ILEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to

resolve any 911 outage. ILEC will refer network trouble to Wireless Carrier if no defect is found in ILEC's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

**14.7.3. Database**

**14.7.3.1.** Wireless Carrier is responsible for making arrangements with their third party provider to maintain the Wireless Carrier wireless location information in the 911 database:

**14.7.3.1.1.** Wireless Carrier shall arrange with their third party provider to store the Wireless Carriers ALI records in the electronic data processing database for the E911 DBMS.

**14.7.3.1.2.** Wireless Carrier is responsible for coordinating their input E911 DBMS for the initial loading and updating of Wireless Carrier ALI records.

**14.7.3.1.3.** ILEC's ALI database shall accept electronically transmitted files that are based upon NENA standards.

**14.7.3.2.** Where ILEC manages the 911 and E911 Databases, and Wireless Carrier deploys an NCAS solution:

**14.7.3.2.1.** Wireless Carriers designated third-party provider shall perform the above database functions.

**14.7.3.3.** ILEC will provide a copy of the static Master Street Address Guide (MSAG) received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

**14.7.3.4.** Where ILEC is the 911 SR Provider, and Wireless Carrier deploys a CAS or Hybrid CAS Solution utilizing ILEC 911 DBMS:

- 14.7.3.4.1.** Wireless Carrier or its representatives shall be responsible for providing Wireless Carriers ALI Records to third party, for inclusion in third party's DBMS on a timely basis, once E911 trunking has been established and tested between Wireless Carriers MSC and all appropriate SRs.
- 14.7.3.4.2.** Wireless Carrier or its agent shall provide initial and ongoing updates of Wireless Carriers ALI Records that are in electronic format based upon established NENA standards.
- 14.7.3.4.3.** Wireless Carrier shall adopt use of a NENA Company ID on all Wireless Carrier ALI Records in accordance with NENA standards. The NENA Company ID is used to identify the carrier of record in facility configurations.
- 14.7.3.4.4.** Wireless Carrier is responsible for providing updates to third party 911 DBMS; in addition, Wireless Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
- 14.7.3.5.** Where ILEC is the 911 SR Provider, and Wireless Carrier deploys an NCAS solution:
  - 14.7.3.5.1.** Wireless Carriers designated third-party provider shall perform the above database functions.
  - 14.7.3.5.2.** Wireless Carriers designated third party shall be responsible for ensuring Wireless Carriers Shell Records for ALI are submitted to third party, for inclusion in third party's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Wireless Carriers MSC and all appropriate SRs.

**14.7.3.5.3.** Wireless Carriers third-party provider shall provide initial and ongoing updates of Wireless Carriers Shell Records for ALI that are in electronic format based upon established NENA standards.

**14.7.4.** Other

**14.7.4.1.** Wireless Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Wireless Carrier provides CMRS.

**14.7.4.2.** In the event that there is a valid E911 Phase II PSAP request, Wireless Carrier shall notify ILEC Industry Markets 911 Account Manager at least five (5) months prior to Wireless Carriers proposed Phase II implementation state.

**14.8. RESPONSIBILITIES OF BOTH PARTIES**

**14.8.1.** Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Wireless Carriers MSC to the designated ILEC 911 Selective Router(s).

**14.9. METHODS AND PRACTICES**

**14.9.1.** With respect to all matters covered by this Appendix, each Party will comply with that portion of the following to the extent that they apply to that Party's provision of E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and

conditions of ILEC's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

#### **14.10. BASIS OF COMPENSATION**

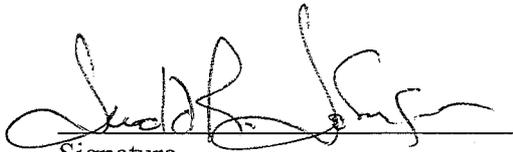
**14.10.1.** Wireless Carrier shall compensate ILEC at the recurring and non-recurring rates set forth in the State Access Services tariff. In the event ILEC files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates that vary from rates contained in a prior approved tariff or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective.

**14.10.2.** Charges for E911 Service shall apply as listed in the applicable Tariff.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives as of the dates listed below.

WOOD COUNTY TELEPHONE COMPANY

CELLCOM USA, INC. and affiliates  
New-Cell, Inc  
KDM Cell, Inc.  
NET-LEC, Inc.  
NetNet, Inc.  
New-Call, LLC  
Brown County MSA Cellular Limited Partnership  
Nsighttel Wireless, LLC  
Wisconsin RSA#4 Limited Partnership  
Wisconsin RSA#10 Limited Partnership

  
Signature  
Jerod R. Johnson  
Printed Name  
Asst. Secretary / Treas  
Title  
3/28/06  
Date

  
Signature  
JAMES W. LIENAU  
Printed Name  
V.P. corp tech Services  
Title  
3/21/06  
Date

**EXHIBIT A**

**WIRELESS INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT**

**BETWEEN**

**WOOD COUNTY TELEPHONE COMPANY**

**AND**

**NPCR, INC. d/b/a NEXTEL PARTNERS**

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## **I. Article I**

### **1. INTRODUCTION**

This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_ 2002 (the “Effective Date”), by and between Wood County Telephone Company (“Wood County”) with offices at 440 East Grand Avenue, Wisconsin Rapids, WI 54494 and NPCR, Inc., a Delaware corporation, d/b/a Nextel Partners (“Nextel Partners”), with offices at 4500 Carillon Point, Kirkland, WA 98033.

### **2. RECITALS**

WHEREAS, Wood County is an incumbent Local Exchange Carrier in the State of Wisconsin;

WHEREAS, Nextel Partners is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”) and provides such service to its end user customers within the state of Wisconsin;

WHEREAS, Wood County and Nextel Partners exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, the Parties are entering into this Agreement pursuant to Section 251(b)(5) of the Act;

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, Wood County and Nextel Partners hereby agree as follows:

## **II. Article II**

### **1. DEFINITIONS**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 “Act” means the Communications Act of 1934, as amended.

- 1.2 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
- (a) “End Office Switch” is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.
- (b) “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.
- (c) “Host Office Switch” is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
- 1.4 “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.
- 1.5 “Commission” means the Public Service Commission of Wisconsin.
- 1.6 “Effective Date” means the date first above written.
- 1.7 “FCC” means the Federal Communications Commission.
- 1.8 “Interconnection” for purposes of this Agreement is the linking of Wood County and Nextel Partners networks for the exchange of Local Telecommunications Traffic described in this Agreement.
- 1.9 “Interexchange Carrier” or “IXC” means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 1.10 “InterLATA Service” means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.11 “IntraLATA Toll Traffic” means those intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.
- 1.12 “Local Access and Transport Area” or “LATA” means a contiguous geographic area –

(a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)

- 1.13 “Local Service Area” means, for Nextel Partners, Major Trading Area Number 20 (Milwaukee) and for Wood County, its local calling area contained in Wood County’s then current General Subscriber Service Tariff.
- 1.14 “Local Telecommunications Traffic” is defined for purposes of compensation under this Agreement as Local Service Area traffic that (a) is originated by a customer of one Party on that Party’s network, (b) terminates to a customer of the other Party on the other Party’s network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by Nextel Partners is a two-way Mobile Service. For purposes of determining originating and terminating points, the originating or terminating point for Wood County shall be the end office serving the calling or called party, and for Nextel Partners shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- 1.15 “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.16 “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202.
- 1.17 “Mobile Service” means a radio communication service carried on between mobile stations or receivers and land stations, and by Mobile Stations communicating among themselves, and includes (a) both one-way and two-way radio communication services, (b) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (c) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding.
- 1.18 “Mobile Station” means a radio-communication station capable of being moved and which ordinarily does move.
- 1.19 “Mobile Switching Center” or “MSC” is a switching facility that performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk

circuits within the wireless network and between the wireless network and the public switched network for wireless traffic by a CMRS provider.

- 1.20 “Non-Local Telecommunications Traffic” - All traffic which is not Local Telecommunications Traffic, as defined in Section 1.14 hereof, is Non-Local Telecommunications Traffic and will not be subject to Reciprocal Compensation.
- 1.21 “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 routed to (i.e., NPA/NXX-XXXX).
- 1.22 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.23 “Party” means either Wood County or Nextel Partners, and "Parties" means Wood County and Nextel Partners.
- 1.24 “Point of Interconnection” (“POI”) means that technically feasible point of demarcation where the exchange of Local Telecommunications Traffic between two carriers takes place.
- 1.25 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.26 “Reciprocal Compensation” means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier’s network of Local Telecommunications Traffic, as defined in Section 1.14 above, that originates on the network facilities of the other carrier.
- 1.27 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.28 “Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 1.29 “Termination” means the switching of Local Telecommunications Traffic at the terminating carrier’s End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

- 1.30 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.
- 1.31 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two carriers 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.
- 1.32 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a Wood County switch.
- 1.33 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 SCOPE**

3.1 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. 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 Nextel Partners and the LEC network of Wood County for purposes of exchanging Local Service Area traffic, provided that the service provided by Nextel Partners to its customer is a two-way Mobile Service as defined in 47 U.S.C. §153(27). Wood County and Nextel Partners do not agree whether Mobile Service, as defined in 47 U.S.C. §153(27), includes the provision of fixed wireless services and therefore disagree on the regulatory treatment applicable to exchange of such traffic. Nextel Partners does not currently provide fixed wireless

services in Wood County's Local Service Area. Nextel Partners agrees that it will provide Wood County prior notice of its intent to launch fixed wireless services in Wood County's Local Service Area. Upon Wood County's 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.

3.3 Nextel Partners represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 20 (Milwaukee). Nextel Partners' NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 4822 in the state of Wisconsin.

3.4 The Parties agree that all Local Service Area traffic shall be exchanged via the facilities described in Section 4.1 or provided for in Section 4.2. In the event of catastrophic situations (i.e., a failure in the network), other facilities may be used by the Parties to exchange Local Service Area traffic under this Agreement, including limited third party LEC networks between the Parties.

3.5 This Agreement is limited to Wood County end user customers' traffic for which Wood County has tariff authority to carry. Wood County's NPA/NXX(s) are listed in the LERG under OCN 0974. This Agreement does not cover Nextel Partners one way mobile traffic, sometimes called paging service.

3.6 Traffic that is exchanged through an interexchange carrier (IXC) is not covered under this Agreement.

#### **4.0 SERVICE AGREEMENT**

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Wood County and Nextel Partners. Additional arrangements that may be agreed to in the future will be delineated in Attachment A to this Agreement. Type 2B interconnection and arrangements are based on existing and future rate center designation of Nextel Partners' NPA/NXX(s), rate centered at the Wisconsin Rapids exchange, as listed in the LERG. 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.

**4.1** Type 2B Interconnection at Wisconsin Rapids: A two-way trunk group is provisioned between Wood County's Wisconsin Rapids Host Office Switch (WRPDWIXADSO) and Nextel Partners' point of presence in the Wisconsin Rapids exchange, with the point of interconnection designated at Wood County's Wisconsin Rapids Host Office Switch. This trunk group is provisioned in connection with Nextel Partners' NPA/NXX(s) rate centered at the Wisconsin Rapids exchange. Applicable tariff charges for establishing and provisioning this trunk group are billed by Wood County to Nextel Partners according to Section 5.4.4.

A. Landline to Wireless:

Local Service Area calls from Wood County customers shall be routed from Wood County's Wisconsin Rapids Host Office Switch to Nextel Partners via the two-way direct trunk group.

The Parties agree that the exchange of traffic on Wood County's extended area calling service (EAS) routes shall be considered Local Telecommunications Traffic and compensation for the Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NXX assigned to Nextel Partners shall be included in any EAS calling scope or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within a telephone exchange's local calling area, as defined in Wood County's general subscriber tariff.

B. Wireless to Landline:

Calls originated on Nextel Partners' network within MTA #20 to Wood County's customers shall be routed from Nextel Partners' network via the two-way direct trunk group to Wood County's Wisconsin Rapids Host Office Switch for termination by Wood County to its customers, as appropriate.

4.2 Indirect Traffic to Wood County: To the extent that Nextel Partners and Ameritech, or Nextel Partners and another LEC, have entered into or may enter into contractual arrangements for the delivery of Nextel Partners traffic to Wood County for termination to Wood County's customers (i.e., traffic that is not covered elsewhere in this Agreement and Wood County is not being compensated for this traffic by the transiting LEC), Wood County will accept this traffic subject to the compensation arrangements as outlined in Section 5 below.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier ("Non-Party Carrier") may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, Wisconsin state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Wisconsin state courts or federal courts. The Party performing such transiting function will bill the other Party the transiting charge, as specified in Section 5.3 below. In order for Non-Party Carrier to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Party performing the transiting function must provide total minutes of transiting traffic terminating to the Non-Party Carrier. Nextel Partners shall not perform a transiting function pursuant to this Agreement.

4.4 Network Managers: Nothing in this Agreement shall prohibit Nextel Partners from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Nextel Partners brand name and license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as “Nextel Partners telecommunications traffic” when it originates on such extended network and terminates on Wood County’s network, and as “Wood County telecommunications traffic” when it originates upon Wood County’s network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in Section 1.14 and is related to the exchange of traffic described in Section 4.1, 4.2, and in Attachment A, as applicable. For the purposes of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual usage recorded, with the exception of traffic described in Section 4.2, where records/reports provided by the transiting carrier shall be the basis for billing. 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 occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage less traffic recorded as local that is Non-Local Telecommunications Traffic.

Both Parties agree that the only compensation for Local Telecommunications Traffic subject to this Agreement will be in the form of the reciprocal services provided by the other Party, for the term of this Agreement. The Parties’ agreement to eliminate a Reciprocal Compensation rate per minute carries with it the precondition that Nextel Partners has agreed to waive the land-to-mobile apportionment of the recurring charges for interconnection facilities as described in Section 5.4.4 hereof. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of Section 17, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that traffic rated and recorded as Local Telecommunications Traffic, may originate or terminate in another MTA, and therefore Non-Local Telecommunications Traffic and subject to Switched Access Compensation.

Switched access compensation is applicable to all Non-Local Telecommunications Traffic exchanged between Wood County and Nextel Partners, over the direct trunk group as described in Section 4.1 or indirectly as described in Section 4.2, and Attachment A, as applicable. Nextel Partners shall compensate Wood

County at Wood County's interstate Switched Access rates for all such Non-Local Telecommunications Traffic.

5.3 Traffic Subject to Transit Compensation.

Transit Compensation is applicable to the traffic originated on Nextel Partner's network and is routed to Wood County over the two-way direct trunk group for delivery to a Non-Party telecommunications carrier as described in Section 4.3 above.

The rate for Transiting Compensation shall be \$ 0.007 per minute.

5.4 Calculation of Payments and Billing.

5.4.1 Nextel Partners will compensate Wood County for Non-Local Traffic exchanged between Nextel Partners & Wood County, as prescribed and at the rates provided in Section 5.2; and for Transit traffic as prescribed and at the rate provided in Section 5.3, above.

5.4.2. Wood County shall prepare a monthly billing statement to Nextel Partners, which will separately reflect the calculation of Switched Access Compensation, Transit Compensation, and total compensation due Wood County.

5.4.3 Recognizing that Wood County has no way of measuring the Non-Local Telecommunications Traffic, in the event that Nextel Partners does not track the usage information required to identify the Non-Local Telecommunications Traffic originated or terminated by Wood County, both Parties agree to use a default factor of 0% as an estimate of Non-Local Telecommunications Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.4.4 Where interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges are apportioned among the users pursuant to U.S.C. 47 § 51.507(c). The recurring tariff charges for such facilities billed by Wood County to Nextel Partners shall be reduced by the agreed upon land to mobile percentage. For the purposes of this agreement, Nextel Partners agrees to waive its land-to-mobile apportionment for the term of this Agreement. Moreover, the Parties acknowledge and agree that Nextel Partners has waived the land-to-mobile apportionment of the shared Trunk Group facilities set forth in

Section 4.1 hereof for the term of this Agreement in exchange for a bill and keep arrangement as described in Section 5.1 above, and that such arrangement shall be and shall be deemed to be one self-contained term under this Agreement.

5.4.5 Each party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies 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.

## **6.0 NOTICE OF CHANGES**

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability 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 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. All interconnection facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All two-way trunk facilities will be engineered to a P.01 grade of service. (The technical reference for DS1 facilities is Telcordia TR-NWT-000499. The technical reference for trunking facilities is Telcordia TR-NPL-000145.)

7.2 The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or 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 customers, 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.

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

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

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

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

7.7 SS7 connectivity is required on both Parties' networks for Type 2 trunks, where it is technically feasible. SS7 connectivity will be provided in accordance with the technical specifications of accepted industry practice and standards.

## **8.0 TERM AND TERMINATION**

8.1 Subject to the provisions of Sections 8.4 and 15, the initial term of this Agreement shall be for one-year term ("Term") which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month to month basis, until replaced by another agreement or terminated by either Party upon (thirty) 30 days' written notice to the other.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Wisconsin's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Wisconsin's applicable law.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 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;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

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

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of 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 implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

## **9.0 CANCELLATION CHARGES**

Except as provided herein, no cancellation charges shall apply.

## **10.0 NON-SEVERABILITY**

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

## **11.0 INDEMNIFICATION**

11.1 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 customers and other third parties for:

(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;

(2) claims for libel, slander, or infringement of copyright 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 customers; and

(3) 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.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

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 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly 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.

(1) In the event 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.

(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.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

(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.

## **12.0 LIMITATION OF LIABILITY**

12.1 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.

12.2 Except as otherwise provided in Section 11.0, 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.

12.3 Except as otherwise provided in Section 11.0, no Party shall have any liability whatsoever 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.

### **13. 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.**

### **14.0 DISPUTE RESOLUTION**

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

#### ***14.1 Informal Resolution of Disputes***

At the written request of a Party, 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.

#### ***14.2 Formal Dispute Resolution***

If negotiations fail to produce an agreeable resolution within ninety (90) 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 an 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.

#### ***14.3 Continuous Service***

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with this Agreement.)

### **15.0 REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

### **16.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION**

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 ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the

Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

## **17.0 MOST FAVORED NATION PROVISION**

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

## **18.0 MISCELLANEOUS**

### **18.1 Authorization**

18.1.1 Wood County is a corporation 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 any necessary regulatory approval.

18.1.2 Nextel Partners is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

18.3 Independent Contractors. Neither this Agreement, nor any actions taken by Nextel Partners or Wood County in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Nextel Partners and Wood County, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Nextel Partners or Wood County in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Nextel Partners and Wood County end users or others.

18.4 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, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure

condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

## 18.5 Confidentiality

18.5.1 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, or 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 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. 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 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, 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. 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, upon advice of counsel, only in accordance with Section 18.5.2 of this Agreement.

18.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and 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.

18.5.3 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.

18.6 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, and the exclusive remedy for such claims shall be as provided for by such 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, Wisconsin state authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations concerning.

18.7 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). Whenever possible, these amounts shall be billed as a separate item on the invoice. 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 such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

18.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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.

18.9 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.

18.10 Notices.

18.10.1 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, return receipt requested to the following addresses of the Parties:

To:  
Nextel Partners  
Attn: Brent Eilefson  
Legal Department  
10120 West 76<sup>th</sup> Street  
Eden Prairie, MN 55344

To:  
Wood County Telephone Company  
Attn: Mr. Douglas Wenzlaff  
General Manager  
440 East Grand Avenue  
P.O. Box 8045  
Wisconsin Rapids, WI 54495-8045

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 certified U.S. mail.

18.10.2 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.

24 Hour Network Management Contact:

For Wood County:

NOC Contact Number: 715-421-8175

**After Hours and Holidays 715-421-8102**

For Nextel Partners:

Contact Number: 952-238-2545

Facsimile Number: 952-238-2570

E-mail: [chip.aiken@nextelpartners.com](mailto:chip.aiken@nextelpartners.com)

NOC 888-563-9835

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.

18.11 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 such Party's prior written consent.

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

18.13 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, 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.

18.14 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.

18.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade 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 the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

18.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and 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 officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

NPCR, Inc. d/b/a Nextel Partners

Wood County Telephone Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

**Reserved For Future Use**

# Exhibit B

## Miscellaneous Pricing

1.	Service Order Charge (LSR)	\$ 20.00 / request
2.	Service Order Cancellation Charge	\$ 12.00 / request
3.	Expedited Due Date in addition to SOC	\$ 35.00 / request
4.	Order Change Charge	\$ 20.00 / request
5.	Technical Labor	
	<u>Install &amp; Repair Technician:</u>	
	Basic Time (normally scheduled hours)	\$80.00 / hr
	Overtime (outside normally schld hrs on schld work day)	\$120.00 /hr
	 <u>Central Office Technician:</u>	
	Basic Time (normally scheduled hours)	\$50.00 / hr
	Overtime (outside normally schld hrs on schld work day)	\$75.00 / hr
	Call out	Min 3 hours
	 Customer Service Reprehensive	
	Basic Time (Normal Scheduled)	\$50.00/hr
6.	Rates and Charges for LNP Coordinated	
	Hot Cut (CHC)	\$ ICB