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VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

October 4, 2007

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
Post Office Box 7854
Madison, WI 53707-7854

Re: Application for Approval of a Wireless Interconnection and Reciprocal Compensation Agreement between Wood County Telephone Company and New Cingular Wireless PCS, LLC

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a fully executed copy of the Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") between Wood County Telephone Company and New Cingular Wireless PCS, LLC. The effective date of this Agreement is September 20, 2007.

I have been authorized by New Cingular Wireless PCS, LLC and its wireless operating affiliate, AT&T Mobility, to submit for Commission approval pursuant to Section 252(e) the attached Agreement.

I hereby certify that a copy of this filing has been served via express mail as follows:

Susan Riley
AT&T Mobility
5565 Glenridge Connector
Suite 1520
Atlanta, Georgia 30342

If you have any questions, please call me at 301-459-7590.

Sincerely,

Charles Richoz
Manager, Business Development

On behalf of

Jerold R. Johnson
Assistant Secretary/Treasurer
Wood County Telephone Company

Attachment

WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

BY AND BETWEEN

WOOD COUNTY TELEPHONE

AND

NEW CINGULAR WIRELESS PCS, LLC

9/20/2007

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I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the 20th day of September 2007 (the "Effective Date"), by and between between Wood County Telephone ("WCTC") with offices at 440 East Grand Avenue, Wisconsin Rapids, WI 54494 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with offices at 5565 Glenridge Connector, Atlanta GA 30342, on behalf of itself and its wireless operating affiliates ("AT&T Mobility").

2. RECITALS

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

WHEREAS, AT&T Mobility 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; and

WHEREAS, Wood County Telephone and AT&T Mobility exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below; and

WHEREAS, Wood County Telephone's entry into this Agreement does not waive its right to maintain that it is a rural company exempt from § 251(c) pursuant to § 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"); and

WHEREAS, §§ 251 and 252 of the Act, have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements.

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 Telephone and AT&T Mobility 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 will have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

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 ten percent (10%).

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.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from an end office to and from an Interexchange Carrier. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

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 Wisconsin Public Utilities Commission.

1.6 "Extended Area Service" or "EAS" is as defined and specified in Wood County Telephone's then-current General Subscriber Service Tariff.

1.7 "Effective Date" means the date first above written.

1.8 "FCC" means the Federal Communications Commission.

1.9 "Interconnection" is as defined in 47 C.F.R. § 51.5.

1.10 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS provider (with the exception of certain interstate interexchange services provided by CMRS carriers, which are subject to interstate access charges) or LEC that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.11 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.

1.12 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.

1.13 "Local Access and Transport Area" or "LATA" is as defined in the Act.

1.14 "Local Service Area" means, for AT&T Mobility, Major Trading Area Number 20 (Milwaukee), and for Wood County Telephone, its local calling area contained in Wood County Telephone's then-current General Subscriber Service Tariff.

1.15 "Local Telecommunications Traffic" is defined for all purposes under this Agreement as traffic that, at the beginning of the call is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA). For purposes of determining originating and terminating points, the originating or terminating point for Wood County Telephone will be the end office serving the calling or called party, and for AT&T Mobility will be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined by the FCC in 47 C.F.R. § 24.202(a) or other applicable law.

1.18 "Mobile Switching Center" or "MSC" is a switch 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.

1.19 "Non-Local Telecommunications Traffic" is all traffic that is not Local Telecommunications Traffic.

1.20 "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).

1.21 "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.

1.22 "Party" means either Wood County Telephone or AT&T Mobility, and "Parties" means Wood County Telephone and AT&T Mobility.

1.23 "Point of Interconnection" ("POI") means that technically feasible point of demarcation where the exchange of Local Telecommunications Traffic between two carriers takes place.

1.24 "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 exchange services.

1.25 "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 § 1.15 above, that originates on the network facilities of the other carrier.

1.26 "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.

1.27 "Telecommunications Carrier" means any provider of telecommunications services (as defined in the Act), except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. § 226(a)(2)).

1.28 "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.

1.29 "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.

1.30 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to § 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.

1.31 "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 Telephone switch.

1.32 "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 will be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context will 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 will 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 direct and indirect 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 AT&T Mobility and the LEC network of Wood County Telephone for purposes of exchanging Local Service Area traffic, provided that the service provided by AT&T Mobility to its customer is a two-way mobile service as defined in 47 U.S.C. § 153(27). This Agreement does not cover AT&T Mobility one-way paging service traffic as defined in 47 C.F.R. § 22.99, or fixed wireless service. AT&T Mobility does not currently provide fixed wireless services in Wood County Telephone's Local Service Area. AT&T Mobility agrees that it will provide Wood County Telephone prior notice of its intent to launch fixed wireless services in Wood County Telephone's Local Service Area. Upon Wood County Telephone'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 AT&T Mobility represents that it is a CMRS provider of telecommunications services to subscribers in Major Trading Area Number 20 (Milwaukee) as appropriate. AT&T Mobility's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 6338 in the State of Wisconsin.

3.4 This Agreement is limited to Wood County Telephone end user customers' traffic for which Wood County Telephone has tariff authority to carry. Wood County Telephone's NPA/NXX(s) are listed in the LERG under OCN 997C.

3.5 Non-Local Telecommunications Traffic exchanged through an Interexchange Carrier ("IXC") is not covered under this Agreement.

3.6 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

3.7 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of AT&T Mobility and the LEC network of Wood County Telephone for purposes of providing E911 connectivity per attachment A.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the following interconnection arrangements between the networks of Wood County Telephone and AT&T Mobility. An NPA/NXX assigned to AT&T Mobility shall be treated as Local Service Area traffic and included in any EAS calling scope, or similar program, to the same extent as any other NPA/NXX in the same rate center.

4.2 Indirect Interconnection: It is AT&T Mobility's position that the volume of traffic should determine the need for the establishment of a direct interconnection. It is Wood County Telephone's position that a direct connection is required for routing landline-to-wireless Local Telecommunications Traffic. As a compromise, and in exchange for certain other considerations provided for in this Agreement, the Parties agree initially to interconnect their networks indirectly *via* a third party LEC ("Third Party Tandem Provider") in order to exchange Local Telecommunications Traffic, and that the originating Party is responsible for any transit fees imposed by the Third Party Tandem Provider. The Parties agree that this compromise will in no way prejudice any position either Party may take regarding financial responsibility for charges by Third Party Tandem Providers with respect to future agreements or regulatory or legislative proceedings.

This arrangement for indirect interconnection will be subject to renegotiation if by change of law or for any other reason the Third Party Tandem Provider no longer offers the transiting service.

4.3 Direct Interconnection: When the total Local Two-Way Traffic exchanged between AT&T Mobility and Wood County Telephone's specific Tandem Office Switch or specific End Office Switch exceeds 500,000 minutes of use per month for three (3) consecutive months, AT&T Mobility and Wood County Telephone shall work cooperatively to implement direct interconnection arrangements and to amend this Agreement, as required. AT&T Mobility may also request an amendment to establish a direct interconnection regardless of the volume of traffic exchanged. For direct interconnection, the POI shall be at any technically feasible point on Wood County Telephone's network.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in § 1.15 and is related to the exchange of traffic described in § 4. For the purposes of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the transiting carrier. To the extent that either Party cannot measure the traffic, traffic factors will be used as referenced in § 5.4.4. The Parties acknowledge that AT&T Mobility currently cannot measure traffic based on cell site sectors. 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 will be based on the aggregated measured usage less traffic recorded as local that is Non-Local Telecommunications Traffic.

The rate for Reciprocal Compensation is $0.012 per minute.

The Parties agree to bill each other for Local Telecommunications Traffic as described in this Agreement unless the Local Telecommunications Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Telecommunications Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When either Party's actual usage data for three (3) consecutive months indicates that the Local Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which will not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 15, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Switched Access Compensation is applicable to all Non-Local Telecommunications Traffic exchanged between Wood County Telephone and AT&T Mobility, to the extent that such traffic is not handed off to an IXC. AT&T Mobility will compensate Wood County Telephone at Wood County Telephone's interstate Switched Access rates for all such Non-Local Telecommunications Traffic. Because the Parties do not have the ability to measure Non-Local Telecommunications Traffic, the Parties agree to rely on the Non-Local Telecommunications Traffic default factor established in § 5.4.3.

5.4 Calculation of Payments and Billing.

5.4.1 Wood County Telephone will compensate AT&T Mobility for Local Telecommunications Traffic that is delivered by Wood County Telephone to AT&T Mobility, as prescribed in § 4.1, and at the rate provided in § 5.1. AT&T Mobility will compensate Wood County Telephone for Local Telecommunications Traffic delivered to Wood County Telephone for termination to its customers, as prescribed in §§ 4.2 and 4.3, and at the rate provided in § 5.1; for Switched Access Traffic exchanged between AT&T Mobility and Wood County Telephone, as prescribed and at the rates provided in § 5.2.

5.4.2 Wood County Telephone will prepare a monthly billing statement to AT&T Mobility which will separately reflect the calculation of Reciprocal Compensation, Access Compensation, and total compensation due Wood County Telephone. AT&T Mobility will then apply the actual measured traffic ratio or the agreed upon Traffic Factor listed below in § 5.4.4 against the total Reciprocal Compensation charges billed by Wood County Telephone to AT&T Mobility. AT&T Mobility will invoice Wood County Telephone, on a monthly basis, Wood County Telephone's proportionate cost reflecting the calculation of Reciprocal Compensation due AT&T Mobility.

5.4.3 Recognizing that Wood County Telephone has no way of measuring the Non-Local Telecommunications Traffic and in the event that AT&T Mobility does not track the usage information or perform periodic (quarterly or semi-annual) traffic studies required to identify the Non-Local Telecommunications Traffic originated or terminated by Wood County Telephone, Parties agree to a default factor of 0% as an estimate of Non-Local Telecommunications Traffic. The actual recorded usage will be the basis for billing, when available and verifiable.

5.4.4 Where direct interconnection facilities are used for traffic exchanged between the Parties, the recurring charges for such facilities provided by Wood County Telephone will be shared based on each Party's proportion of originating Local Telecommunications Traffic to total traffic exchanged between the Parties, in accordance with this Agreement. If actual usage data is not available in order to determine the amount of traffic exchanged between the Parties, then an estimated percentage of originating traffic to total traffic may be used. This estimated percentage is referred to as the Traffic Factor and is listed below. The charges for such facilities, excluding cost of new construction, provided and billed by Wood County Telephone will be reduced by applying the Traffic Factor. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor appropriately.

a) Landline-to-Wireless - 25%

b) Wireless-to-Landline - 75%

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 twelve (12) months in age from the date the monthly bill containing said record information was issued.

5.4.6 All charges under this agreement will be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old will not be billed by either Party and will not be payable by either Party.

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 will provide at least ninety (90) days' advance written notice of such change to the other Party.

The Party receiving such change notice may object in writing within ten (10) business days of receipt if the proposed network change will significantly impair the receiving Party from offering a service currently offered or substantially increase the receiving Party's cost of offering such service. Such objection will be handled pursuant to § 18 of this Agreement. Neither Party will discontinue any Interconnection arrangement or telecommunications service provided or required under this Agreement as of the date of the network change notice prior to conclusion of the procedures set forth in § 18.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 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 will 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.

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

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

7.4 SS7 Out-of-Band Signaling (CCS/SS7) will be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third party provider of SS7 trunks for connecting AT&T Mobility to the Wood County Telephone SS7 systems is permitted. Such connections will meet generally accepted industry technical standards.

7.4 See Appendix A of this document that sets forth terms and conditions for 911 Service Access provided by the Incumbent Local Exchange Carrier (ILEC) to wireless carriers.

7.6 The Party responsible for originating the traffic will identify all traffic originated by such Party. Such information will be rendered as part of the SS7 call record in generally accepted industry format to help facilitate a timely and accurate billing process.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of § 14, the initial term of this Agreement will be for two (2) years ("Term"), which will commence on the Effective Date. This Agreement will automatically renew for successive six (6)-month periods, unless, not less than ninety (90) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement will remain in effect until such time that a new agreement becomes effective.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement will 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") will, within thirty (30) 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 will 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 will pay the full disputed or settlement amounts with interest at the lesser of: (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Wisconsin 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 ninety (90) days past due, provided the Billing Party gives an additional thirty (30) days' notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due will accrue interest from the date such amounts were due at the lesser of: (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Wisconsin applicable law.

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

8.2.4 Invoices will be sent to:

OCN	**AT&T Mobility**	**Wood County Telephone Telephone, Inc.**
	AT&T Mobility 2000 West AT&T Center Dr. Hoffman Estates, IL 60192 Attn: Facility Analyst (WI)	Wood County Telephone 440 East Grand Avenue P.O. Box 8045 Wisconsin Rapids, WI 54495-8045

		Attn: Mr. Douglas Wenzlaff

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

(a) Each Party will comply immediately with its obligations as set forth above;

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

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

8.4 The non-defaulting 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 provides the defaulting Party and the appropriate federal and/or state regulatory bodies with at least ninety (90) days' written notice of the default prior to terminating service.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges will 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 will 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") will 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 the following:

(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

Provided, however, that under no circumstances will the Indemnifying Party be liable for loss, cost, claim liability, damage or expense of any kind caused by the negligence of the Indemnified Party.

Neither Party will 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, will be liable to the other for Consequential Damages (as defined in § 12.3), except in the event of a breach of the confidentiality provisions of this Agreement.

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 will 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.

12.0 LIMITATION OF LIABILITY

12.1 No liability will 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 § 11.0, no Party will 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 § 11.0 or in the case of breach of the confidentiality provisions of this Agreement, no Party will 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. Under no circumstances will either Party be liable for punitive damages.

13.0 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 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 § 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, and pursuant to the Change in Law provisions in § 15.0.

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.

15.0 CHANGE IN LAW

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 initiate informal dispute resolution under § 18.1 of this Agreement, by providing written notice to the other Party, in order to renegotiate in good faith the affected provisions of this Agreement and amend this Agreement accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. If the Parties fail to reach agreement regarding such new terms and conditions within ninety (90) days of receipt of written notice, either Party may request arbitration by any regulatory authority with jurisdiction.

16.0 MOST FAVORED NATION PROVISION

In accordance with § 252(i) of the Act and 47 C.F.R. § 51.809, AT&T Mobility will be entitled to adopt any entire Interconnection/Compensation agreement provided by Wood County Telephone 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. The term of the adopted agreement will expire on the same date as set forth in the agreement that was adopted.

17.0 MISCELLANEOUS

17.1 Authorization

17.1.1 Wood County Telephone Telephone, Inc. 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.

17.1.2 New Cingular Wireless PCS, LLC is a limited liability company 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.

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

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by AT&T Mobility or Wood County Telephone in compliance with this Agreement, will be deemed to create an agency or joint venture relationship between Mobility and Wood County Telephone, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Mobility or Wood County Telephone in compliance with this Agreement, will create a contractual, agency, or any other type of relationship or third party liability between Mobility and Wood County Telephone end users or others.

17.4 Force Majeure. Neither Party will 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, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure not caused by a Party's fault or negligence, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party and will take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event will be abated and will resume without liability thereafter.

17.5 Confidentiality.

17.5.1 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 including call detail records and other CPNI that is exchanged between the Parties ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) will be held in confidence by each Receiving Party; (ii) will 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 will 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 will 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 § 17.5.2 of this Agreement.

17.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party will provide the Disclosing Party with at least thirty (30) days written notice of such requirement, where practicable but in any event with reasonable time prior to such disclosure so as to permit the Disclosing Party time to intervene to protect the confidentiality of the information requested to be disclosed. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party will 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.

17.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party will 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 will 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.

Each Party agrees that the breach of this Confidentiality Agreement may entitle the injured Party to seek equitable relief, including injunctive relief and specific performance. Such remedies will not be exclusive, but will be in addition to all other remedies permitted under this Agreement.

17.6 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 will 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 will be with the Commission, and the exclusive remedy for such claims will be as provided for by such Commission. In all other respects, this Agreement will 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 will be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change will be effected through good faith negotiations consistent with the Change in Law provisions in § 15.0 of this Agreement.

17.7 Taxes. Each Party purchasing services hereunder will pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts will 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 will 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.

17.8 Assignment. This Agreement will be binding upon the Parties and will continue to be binding upon all such entities regardless of any subsequent change in their ownership. 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 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 will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

17.9 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 will not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.10 Notices.

17.10.1 Notices given by one Party to the other Party under this Agreement will be in writing and will 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: AT&T Mobility	**To: Wood County Telephone**
AT&T Mobility 5565 Glenridge Connector Suite 1520 Atlanta, GA 30342 Attn: Sr. Interconnection Manager	Wood County Telephone 440 East Grand Avenue P.O. Box 8045 Wisconsin Rapids, WI 54495-8045 Attn: Mr. Douglas Wenzlaff
With a copy to: AT&T Mobility	

Legal Dept. P.O. Box 97061 Redmond, WA 98073-9761 Attn: Sr. Network Counsel For delivery: 8645 154th Ave. NE Redmond, WA 98052	

Or to such other address as either Party will 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 overnight express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. Mail.

17.10.2 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 contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party will 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 Telephone:	
NOC/Repair:	715-421-8175
For AT&T Mobility:	
NOC/Repair Contact Number:	800-840-6622

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 will use its best efforts to expedite the clearance of trouble.

17.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents will 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.

17.12 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 will be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences will be drawn against either Party.

17.13 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 will 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 will constitute a Party as a legal representative or agent of the other Party; nor will 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.

17.14 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 will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.15 Technology Upgrades. Nothing in this Agreement will 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 will 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 will be solely responsible for the cost and effort of accommodating such changes in its own network.

17.16 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 will 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 or duly authorized employee of each Party.

18.0 DISPUTE RESOLUTION

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, 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.

18.1 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 will 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 will be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.2 Formal Dispute Resolution. 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 arbitration, each Party will bear its own costs. The Parties will equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

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

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

New Cingular Wireless PCS, LLC	Wood County Telephone Telephone, Inc.
By: Michael F. Van Weelden	By:
Name: Michael F. Van Weelden	Name: Douglas Wenzlaff
Title: Director SCM- Network	Title: General Manager
Date: 9/20/07	Date: 9/28/07

OK SR
9/20/07

ATTACHMENT A TO WOOD COUNTY TELEPHONE
NEW CINGULAR WIRELESS PCS, LLC

EMERGENCY SERVICE ACCESS (E9-1-1)

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EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

1.1 This Appendix (the "Appendix") sets forth terms and conditions for 911 Service Access provided by the Incumbent Local Exchange Carrier, Wood County Telephone Company (ILEC), to AT&T Mobility 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.

1.2 Wireless E911 Service Access is a service which enables Wireless Carriers, including AT&T Mobility, 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 AT&T Mobility only the service configuration purchased by the E911 Authority from ILEC. ILEC shall provide Wireless E911 selective routing functions to AT&T Mobility as described in this Appendix, in each area in which (i) AT&T Mobility is authorized to provide CMRS and (ii) ILEC is the 911 selective routing 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 Appendix provides components of the E911 end user services AT&T Mobility intends to provide to its end users to comply with Docket 94-102.

1.3 The prices at which ILEC agrees to provide AT&T Mobility with E911 Service Access is contained in the applicable State Access Services tariff where stated.

2. DEFINITIONS

2.1 "**911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "**911 Call(s)**" means a call made by an AT&T Mobility end user by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

2.3 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.

2.4 **"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.

2.5 **"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.

2.6 **"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.

2.7 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of an AT&T Mobility end user who has made a 911 Call, which may be used by the PSAP to call back the AT&T Mobility end user if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.8 **"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.

2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the AT&T Mobility switch to an ILEC E911 Selective Router.

2.10 **"Cell Sector"** means a geographic area defined by AT&T Mobility (according to AT&T Mobility's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a cell site.

2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.12 **"Cell Site/Sector Information"** means information that indicates to the receiver of the information the cell site location receiving a 911 Call made by an AT&T Mobility end user, and which may also include additional information regarding a Cell Sector.

2.13 **"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 AT&T Mobility's switch to an ILEC 911 Selective Routing Tandem.

2.14 **"NENA Company Identifier"** or **"NENA Company ID"** means a three to five (3 to 5) character identifier chosen by AT&T Mobility that distinguishes the entity providing dial tone to the end user. The NENA Company ID is maintained by NENA in a nationally accessible database.

2.15 **"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.

2.16 **"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.

2.17 **"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.

2.18 **"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. AT&T Mobility is the party with overall responsibility to integrate all the components for its end users' service.

2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between AT&T Mobility's MSC and ILEC 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

2.20 **"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).

2.21 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.22 **"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.

2.23 **"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.

2.24 **"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.

2.25 **"Meet Point"** means the demarcation between the ILEC network and the AT&T Mobility network.

2.26 **"Mobile Directory Number"** or **"MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.

2.27 **"Mobile Identification Number"** or **"MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.

2.28 **"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.

2.29 **"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.

2.30 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.

2.31 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty

2.32 **"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.

2.33 **"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.

2.34 **"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.

2.35 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or customer-provided equipment (in the case of E911 Service, the Wireless Handset).

2.36 **"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.

2.37 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3 SCOPE OF AGREEMENT

3.1 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. AT&T Mobility provides the information required to locate the E911 Call origination. This Appendix is limited to the arrangements between AT&T Mobility and ILEC. ILEC is only responsible for the Selective Routing and transport functions it provides to AT&T Mobility. AT&T Mobility is the overall E911 Service Provider who will integrate the 911 components provided by the various subcontractors.

4 ILEC RESPONSIBILITIES

4.1 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 AT&T Mobility in areas where AT&T Mobility is licensed to provide service and ILEC provides the 911 System components. In such situations, ILEC shall provide AT&T Mobility access to the ILEC 911 SR and transport as described in this section.

4.2 Call Routing

4.2.1 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 AT&T Mobility in the signaling. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

4.2.2 If AT&T Mobility incorrectly routes the 911 to ILEC SR, ILEC will default route the call to the Wisconsin Rapids Sheriffs department.

4.3 Facilities and Trunking

4.3.1 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.

4.3.2 After receiving AT&T Mobility's order, ILEC will provide, and AT&T Mobility 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 may require transport to be provisioned by ILEC and other third parties. ILEC will provide such diversity where technically feasible, at standard tariff rates for diverse routing. AT&T Mobility is responsible for sizing the trunks from the AT&T Mobility MSC (Mobile Switching Center) to the ILEC SR.

4.3.3 ILEC and AT&T Mobility will cooperate to test all trunks and facilities between AT&T Mobility's network and the ILEC SR(s) at a mutually agreed upon schedule.

4.3.4 AT&T Mobility is responsible for testing and isolating troubles to the ILEC SR or transport prior to reporting a trouble to ILEC. If AT&T Mobility reports a trouble on the 911 service to ILEC and no trouble actually exists on the ILEC portion of the service, ILEC shall charge AT&T Mobility for any dispatching and testing (both inside and outside the Central Office (CO)) required by ILEC in order to confirm the working status.

4.3.5 Once a problem in the 911 network is reported, the ILEC will take actions to repair any troubles that actually exist expeditiously.

5 WIRELESS CARRIER RESPONSIBILITIES

5.1 Call Routing

5.1.1 Where ILEC is the 911 System Service Provider, AT&T Mobility will route 911 calls from AT&T Mobility's MSC to the ILEC SR office of the 911 system.

5.1.2 Depending upon the network service configuration, AT&T Mobility 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.

5.2 Facilities and Trunking

5.2.1 Where specified by the E911 Authority, AT&T Mobility shall provide or order from ILEC, transport and trunk termination to each ILEC 911 SR that serves the areas in which AT&T Mobility is licensed to and will provide CMRS service.

5.2.2 AT&T Mobility shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the AT&T Mobility MSC and the ILEC SR

5.2.3 AT&T Mobility is responsible for determining the proper quantity of trunks and transport facilities from the AT&T Mobility MSC to interconnect with the ILEC 911 SR.

5.2.4 AT&T Mobility acknowledges that its end users in a single local calling scope may be served by different SRs and AT&T Mobility shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.

5.2.5 AT&T Mobility shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the AT&T Mobility 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.

5.2.6 AT&T Mobility is responsible for appropriate diverse facilities if required by applicable Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 Services.

5.2.7 AT&T Mobility shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.

5.2.8 In order to implement Phase II E911 Service, AT&T Mobility is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from the AT&T Mobility 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 AT&T Mobility's choice.

5.2.9 AT&T Mobility shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If AT&T Mobility's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, AT&T Mobility shall request additional circuits from ILEC.

5.2.10 AT&T Mobility will cooperate with ILEC to promptly test all 911 trunks and facilities between AT&T Mobility's network and the ILEC 911 Selective Router(s) to assure proper functioning of 911 service. AT&T Mobility agrees that it will not pass live 911 traffic until both Parties complete successful testing.

5.2.11 AT&T Mobility is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to AT&T Mobility's facility Meet Point. AT&T Mobility 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 AT&T Mobility 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.

5.3 Database

5.3.1 AT&T Mobility is responsible for making arrangements with their third party provider to maintain the AT&T Mobility wireless location information in the 911 database:

5.3.1.1 AT&T Mobility shall arrange with their third party provider to store AT&T Mobility's ALI records in the electronic data processing database for the E911 DBMS.

5.3.1.2 AT&T Mobility is responsible for coordinating their input E911 DBMS for the initial loading and updating of AT&T Mobility ALI records.

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

5.3.2 Where ILEC manages the 911 and E911 Databases, and AT&T Mobility deploys an NCAS solution:

5.3.2.1 AT&T Mobility's designated third party provider shall perform the above database functions.

5.3.3 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 Records.

5.3.4 Where ILEC is the 911 SR Provider, and AT&T Mobility deploys a CAS or Hybrid CAS Solution utilizing ILEC 911 DBMS:

5.3.4.1 AT&T Mobility or its representatives shall be responsible for providing AT&T Mobility's ALI Records to third parties, for inclusion in any third party DBMS on a timely basis, once E911 trunking has been established and tested between AT&T Mobility's MSC and all appropriate SRs.

5.3.4.2 AT&T Mobility or its agent shall provide initial and ongoing updates of AT&T Mobility's ALI Records that are in electronic format based upon established NENA standards.

5.3.4.3 AT&T Mobility shall adopt use of a NENA Company ID on all AT&T Mobility ALI Records in accordance with NENA standards. The NENA Company ID is used to identify the carrier of record in facility configurations.

5.3.4.4 AT&T Mobility is responsible for providing updates to third party 911 DBMS; in addition, AT&T Mobility is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

5.3.5 Where ILEC is the 911 SR Provider, and AT&T Mobility deploys an NCAS solution:

5.3.5.1 AT&T Mobility's designated third party provider shall perform the above database functions.

5.3.5.2 AT&T Mobility's designated third party shall be responsible for ensuring AT&T Mobility's 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 AT&T Mobility's MSC and all appropriate SRs.

5.3.5.3 AT&T Mobility's third party provider shall provide initial and ongoing updates of AT&T Mobility's Shell Records for ALI that are in electronic format based upon established NENA standards.

5.4 Other

5.4.1 AT&T Mobility is responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on wireless service providers and/or end users by any municipality or other governmental entity within whose boundaries AT&T Mobility provides CMRS.

5.4.2 In the event that there is a valid E911 Phase II PSAP request, AT&T Mobility shall notify ILEC Industry Markets 911 Account Manager at least five (5) months prior to AT&T Mobility's proposed Phase II implementation state.

6 RESPONSIBILITIES OF BOTH PARTIES

6.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the AT&T Mobility's MSC to the designated ILEC 911 Selective Router(s).

7 METHODS AND PRACTICES

7.1 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 Commission rules and regulations, (ii) any requirements imposed by any governmental authority other than the 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.

8 CONTINGENCY

8.1 The terms and conditions of this Appendix represent a negotiated plan for providing 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.

9 BASIS OF COMPENSATION

9.1 AT&T Mobility shall compensate Wood County Telephone Company for the elements described in the pricing Exhibit at the rates set forth in the Pricing Exhibit. In the event Wood County Telephone files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, 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.

9.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between AT&T Mobility's network and ILEC.

10 LIABILITY

10.1 ILEC's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. Except as otherwise provided, ILEC shall not be liable to AT&T Mobility for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after ILEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T Mobility until service is restored.

10.2 AT&T Mobility's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. Except as otherwise provided, AT&T Mobility shall not be liable to ILEC for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T Mobility has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from ILEC until service is restored.

10.3 Notwithstanding Sections 9.1 and 9.2, each Party, hereafter the Indemnifying Party, agrees to release, indemnify, defend and hold harmless the other Party, hereafter the Indemnified Party, from any and all loss, including but not limited to those involving an allegation of infringement or invasions of the right of privacy or confidentiality, arising out of any act or omission of the Indemnifying Party with respect to E911 Service provided hereunder or out of the use of the E911 Service, whether suffered, made, instituted or asserted by the Indemnifying Party, its end users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Indemnifying Party, its end users or others, except to the extent the act or omission causing the Loss was the negligence, recklessness or intentional misconduct, or act or omission of the Indemnified Party.

11 MUTUALITY

11.1 AT&T Mobility agrees that to the extent it offers the type of services covered by this Appendix to any company, that should ILEC request such services, AT&T Mobility will provide such services to ILEC under terms and conditions comparable to the terms and conditions contained in this Appendix.

12 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element.

PRICING EXHIBIT

WOOD COUNTY TELEPHONE COMPANY CELLULAR/PCS E9-1-1

Wood County Telephone Company Wisconsin

Trunk Charge per Trunk:

Monthly	$ 26.29
Non-Recurring	$ 737.59

Facility rates can be found in the Wisconsin State Access Tariff for Wood County Telephone Company.