INTERCONNECTION AGREEMENT

BY AND BETWEEN

BAYLAND TELEPHONE, LLC

AND

SPRINT COMMUNICATIONS COMPANY L.P.

FOR THE STATE OF WISCONSIN

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This Interconnection Agreement ("Agreement") is made effective as of the 1st day of April 2009 by and between Bayland Telephone, LLC ("Bayland"), a Wisconsin corporation with offices at 450 Security Blvd. Green Bay, Wisconsin 54313 and Sprint Communications Company L.P. ("Sprint") a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251. Bayland and Sprint may also be referred to herein singularly as a "Party" or collectively as the "Parties."

BACKGROUND

The Parties are entering into this agreement under Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act").

Bayland is an incumbent local exchange carrier ("ILEC") and Sprint is a telecommunications carrier authorized by the Public Service Commission of Wisconsin as a competitive local exchange carrier ("CLEC") to provide local exchange service in the State of Wisconsin, including wholesale telecommunications services.

The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement

1.1. This Agreement is effective upon signature by both parties and has an initial term of 2 years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive 1 year terms.

1.2. Either Party may seek to negotiate a new agreement by either:

1.2.1. providing written notice at least sixty (60) days prior to expiration of the initial term or any succeeding term; or,

1.2.2. upon receiving a timely notice to terminate under section 1.3, by providing a written notice to re-negotiate within (60) days of receiving such notice to terminate.

1.3. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than 90 days prior to expiration of the initial term or any succeeding term. If a Party responds to a timely notice to terminate with a timely notice for re-

negotiation under Section 1.2.2, this Agreement will continue in full force and effect until such new Agreement is effective through negotiation, mediation or arbitration under Section 252 of the Act.

2. Scope

2.1. This Agreement is for Interconnection, the exchange of Telecommunications Traffic and related services between the Parties. This Agreement may be used by Sprint to provide retail services or wholesale telecommunications services, including services using Voice over Internet Protocol. The Telecommunications Traffic Sprint delivers to Bayland is treated under this Agreement as Sprint Traffic, and all billing associated with that Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.

2.2. Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

3. Definitions

The following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific definition exists in the Act for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

3.1. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Public Service Commission of Wisconsin (PSCW).

3.2. "Bill and Keep" means that neither of the two interconnecting carriers charges the other for the transport and termination of Telecommunications Traffic originated by the other Party's End User.

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

3.4. "Dialing Parity" is as defined in the Act. (47 C.F.R 51.205).

3.5. "EAS Traffic" means two-way traffic that falls within the definition of "EAS" as set forth in Bayland's applicable tariffs and the Commission's regulatory rules and orders that is exchanged between the Parties.

3.6. End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or retail services using Sprint wholesale services.

3.7. Extended Area Service ("EAS") means a service arrangement whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.

3.8. "Extended Community Calling Service" (ECC Service) means the completion of local call between a customer located in an exchange operated by Bayland and an End User located in different exchange in the same LATA, including those of local exchange carriers, not included in the EAS area of the exchange, that is either adjacent to the exchange or within 15 airline miles of the exchange in accordance with the regulations and non-optional rates set forth in Bayland's tariff.

3.9. "Interconnection" is as defined in the Act.

3.10. "Interconnection Facility" means the physical transport or transmission facility used to connect the two Parties' networks for the purpose of exchanging Traffic.

3.11. Local Access and Transport Area ("LATA") is as defined in the Act.

3.12. Point of Interconnection ("POI") means the physical location(s) designated by the Parties at which their networks meet for the purpose of exchanging traffic. Each Party shall be responsible for all costs on its respective side of the POI.

3.13. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a local exchange carrier for its provision of exchange services.

3.14. Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1).

3.15. Telecommunications Services is as defined in 47 U.S.C. 153(46).

4. Billing and Payments

4.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty days of the bill date but no less than twenty days after receipt of the bill. Any undisputed amounts not paid when due accrue interest from the date

such amounts were due at the highest rate of interest that may be charged under applicable law.

4.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.

4.3. The Parties shall be governed by applicable state and federal rules, practices and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than one hundred eighty (180) days.

5. Audits

5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing and other services in accordance with this Agreement.

5.2. Any audit will be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

5.3. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

5.4. In addition to the audit rights in Section 5.1, if Bayland uses a third-party to provide any services under this Agreement, including but not limited to 911 or directory listings, Bayland will cooperate with Sprint to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

6.1. The Parties will limit liability in accordance with this Section.

6.2. Except for damages resulting from the willful or intentional misconduct of one or both Parties, the liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.

6.3. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.

6.4. Except in the instance of harm resulting from an intentional action or willful misconduct, neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.

7. No Warranties.

7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification

8.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) whether suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.

8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

8.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

9. Force Majeure

9.1. 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations at a performance level no less than that which it uses for its own operations.

10. Nondisclosure of Proprietary Information

10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information ("CPI") as those terms are defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) or information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or

proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents shall be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

10.2. Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

11.1. Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For Sprint:
Sprint
Manager, Carrier Interconnection Management
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or
Sprint
Manager, Carrier Interconnection Management
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
Phone: (913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Management Privacy Group
Mailstop: KSOPHN0312-3A318-
6450 Sprint Parkway
Overland Park, KS 66251
Phone: 913-315-9348 (overnight mail only)

For Bayland:

Bayland Telephone Company, LLC
450 Security Blvd.
Green Bay, Wisconsin 54313
Phone: 920-617-7000
Fax: 920-617-7319

With a copy to:

Bayland Telephone, LLC
2711 East Frontage Road
Abrams, Wisconsin 54101
Phone: 920-826-5215
Fax: 920-826-5911

11.2. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

12. Dispute Resolution

12.1. If any matter is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.

12.2. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty days after delivery of notice of the dispute to the other party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.

12.3. Each Party waives its right to a jury trial in any court action arising among the Parties under this Agreement or otherwise related to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each Party to waive its right to a jury trial will be binding on its successors and assigns.

13. Miscellaneous

13.1. Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.

13.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.

13.3. Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 8 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges. Neither Party is required to pay any tax or surcharge for which it provides an exemption certificate.

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

13.5. Publicity. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without that Party's prior written consent.

13.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.

13.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

13.8. Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.

13.9. No Third-Party Beneficiaries. This Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.

13.10. Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the FCC and the state of Wisconsin, without regard to its conflicts of laws principles.

13.11. Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

13.12. Assignment. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party will be void *ab initio*, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

13.13. Cooperation. The Parties will cooperate with one another in the resolution of issues with the retail provider and Bayland.

14. Interconnection

14.1. The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of Traffic. For Interconnection under 251(a) of the Act the following terms apply:

14.2. Direct Interconnection using Two-way Facility.

14.2.1. The parties may agree to use a two-way Interconnection Facility subject to the following terms.

14.2.2. For direct interconnection, the Parties will establish the POI at the Bayland exchange boundary or at any mutually agreed to technically feasible point on the Bayland's network. Each Party will be responsible for engineering and maintaining its network on its side of the POI.

14.2.3. Sprint may provide the two-way Interconnection Facility via lease of meet-point circuits between Bayland and a third party, lease of

Bayland facilities, lease of third-party facilities, or use of its own facilities.

14.2.4. Each party will deliver its Traffic to the POI.

14.2.5. Regardless of how the two-way Interconnection Facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

14.3. Indirect Interconnection

14.3.1. The Parties may agree to exchange Telecommunications Traffic indirectly through one or more third-party networks ("Transiting Carrier"). In an indirect interconnection arrangement there is no POI directly linking the two parties' networks. The interconnection point in this arrangement will be the AT&T tandem in Green Bay (GNBYWI0161T) or any other mutually agreed third party network provided such interconnection point does not increase a Party's costs to deliver its Traffic to the other Party.

14.3.2. Each Party is responsible for the transport of originating calls from its network to the Transiting Carrier and for the payment of any transit charges assessed by the Transiting Carrier for that Party's originated Traffic.

14.3.3. Telecommunications Traffic to or from Sprint under its wholesale business arrangement is not considered transit traffic under this Agreement.

14.4. Technical Requirements for Interconnection

14.4.1. The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All

CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all Traffic it exchanges to the extent required by industry standards. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

14.4.2. Neither Party shall use any Interconnection, function, facility, product, network element or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over the interconnection facility of either Party, its affiliated companies or other connecting telecommunications carriers, prevents the other Party from using its Telecommunications Services, impairs the quality or privacy of Telecommunications Services, to either Party's End users, causes hazards to either Party's personnel or the public, damage to either Party's or connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is in violation of this Section. The affected Party performing the discontinuance or refusal of service shall use commercially reasonable efforts to notify the other Party's network operations center of such violation prior to or within thirty (30) minutes of taking such action and the Parties shall work together to verify and take corrective action.

14.4.3. Either Party may use protective network traffic management controls when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Sprint and Bayland shall immediately notify each other of any protective control action planned or executed.

14.4.4. The Parties shall provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day/seven (7) days a week. The Parties current trouble reporting numbers are as follows:

Sprint:	(888) 859-1400 NMC-NOCCManagers@sprint.com NMC-NOCCSupervisors@sprint.com
Bayland:	920-826-2211

15. Compensation

15.1. Interconnection Facilities

15.1.1. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total sent Traffic.

15.1.2. Each Party shall be financially responsible for the proportion of the Interconnection Facility used to transmit its originating Traffic.

15.1.3. If Sprint leases the two-way Interconnection Facility from Bayland, then Bayland and Sprint will equally share the cost of such facility.

15.1.4. Interconnection Facilities may be leased from Bayland for interconnection purposes at Bayland's appropriate federal or state tariff rates.

15.2. Notwithstanding any other provision of this Agreement or Bayland's tariff, if Sprint elects to order Interconnection Facilities from Bayland's access tariff or purchases the Interconnection Facility from Bayland under this Agreement the terms in this Section 15.1 will apply.

15.3. Compensation for Telecommunications Traffic

15.3.1. Execution of this Agreement does not waive or prejudice any position either Party has taken previously or may take in the future in any regulatory or other public forum addressing compensation arrangements for ISP Bound Traffic or IP-Enabled Voice Traffic prescribed in this Agreement.

15.3.2. "Local Traffic," for purposes of reciprocal compensation, is Telecommunications Traffic, ISP Bound Traffic and IP-Enabled Voice Traffic originated by an End User of one Party in an exchange and terminated to an End User of the other Party located within the same Bayland local exchange service area or an EAS or ECC exchange as defined by Bayland's applicable local exchange services tariff and exchange maps filed with and approved by the Wisconsin Public Service Commission.

15.3.3. "ISP-Bound Traffic" means traffic that originates from a Party's End User Customer that is directed, either directly or indirectly, to an information service provider or Internet Service Provider (ISP), and does not include IP-Enabled Voice Traffic.

15.3.4. "IP-Enabled Voice Traffic" means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

15.3.4.1. Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

15.3.4.2. Voice traffic originated on the PSTN, and which terminates on IPC, and

15.3.4.3. Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

15.3.5. Reciprocal compensation applies for transport and termination of Local Traffic as defined in Sec 15.3.2. When an End User of a Party originates a call which terminates to an End User physically located in the same Bayland local calling area and served by the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Attachment I to this Agreement. For purposes of this Agreement, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points.

15.3.6. If SPRINT secures NPA/NXXs in specific Bayland rate centers and assigns numbers those NPA/NXXs to SPRINT End-Users physically located outside of the rate center to which the NPA/NXX is assigned, Bayland traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such End-Users at a location outside the Bayland originating rate center, except for where Bayland has non-optional EAS, shall not be deemed Local Traffic, and therefore, no compensation shall be due from Bayland to Sprint. Further, Sprint agrees to identify such traffic to Bayland and to compensate Bayland for originating and transporting such traffic to Sprint at Bayland's tariffed switched access rates. Bayland shall make appropriate billing adjustments where SPRINT provides sufficient information for Bayland to determine the actual jurisdiction of the traffic.

15.3.7. Subject to Sections 5 and 12 of this Agreement, where the Parties exchange traffic via a third party tandem, a Party may utilize records provided by the tandem operator to invoice for traffic terminating on its network and the Parties agree to accept such billing records from the tandem operator as representative of the traffic exchanged between the Parties. If either Party determines such records are inaccurate or incomplete and the Party is able to identify the traffic by measuring that traffic using SS7 traffic information, it may do so and bill based upon the SS7 traffic information. If it is not practicable to measure all such traffic, the Party may allocate and bill such unidentified or insufficiently identified traffic using a sampling of the SS7 records.

16. Dialing Parity

16.1. Neither Party shall require its End User to dial more digits to call the other Party's End User than would be required to call any other End User within a given Rate Center.

16.2. Sprint will obtain and provide NPA/NXX codes that are rate centered in Bayland's exchanges where Sprint provides service.

17. Office Code Translations

17.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.

17.2. When more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if an N-1 query is required, to launch the N-1 query, and to route the call to the appropriate switch or network in which the telephone number resides.

17.3. If a Party does not fulfill its N-1carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

18. Local Number Portability

18.1. Local Number Portability (LNP) provides an End User the ability to retain its existing telephone number when changing from one telecommunications carrier to another.

18.2. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.

18.3. The Parties will mutually provide LNP services. LNP applies when an End User with an active account wishes to change carriers while retaining the telephone number or numbers associated with the account. LNP is also used with the provisioning of number pooling which the Parties will mutually provide in accordance with rules and regulations as prescribed by the appropriate regulatory bodies and using the industry guidelines set forth for number pooling.

18.4. Both Parties will cooperate to perform testing as specified in industry guidelines to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

18.5. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

18.6. Each party is responsible for the compliance with the Act, all FCC and Commission rules, and industry practices and cooperation of its retail provider using the Party's wholesale services in Local Number Porting.

19. Coordination of Transfer of Service

19.1. When an End User transfers service from one Party to the other Party or to a retail provider using the wholesale services of a Party, the Parties will coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

19.2. The Parties will establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Neither Party will charge the requesting Party for processing LSRs or providing the associated Customer Service Records (CSRs).

19.3. Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer of service from one Party to the other Party.

19.4. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

19.5. Each party is responsible for the compliance with the Act, all FCC and Commission rules, and industry practices and cooperation of its retail providers using the party's wholesale services in transferring of service.

20. Directory Listings and Distribution Services

20.1. Sprint may provide to Bayland or Bayland's directory publisher, as specified by Bayland, the subscriber list information (including additions, changes and deletions) for its End Users located within Bayland's operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to Bayland or Bayland's directory publisher prior to the directory listing publication cut-off date, which will be provided by Bayland or Bayland's directory publisher to Sprint.

20.2. Bayland will include Sprint's End Users primary listings (residence and business) in its White Pages Directory, and if applicable, in its Yellow Pages Directory under the appropriate heading classification as determined by directory publisher as well as in any electronic directories in which Bayland's own Customers are ordinarily included. Listings of Sprint's End Users will be interfiled with listings of Bayland's customers and the customers of other LECs, in the local section of Bayland's directories.

20.3. Sprint may identify End Users that have elected not to have their number published. To the extent Sprint elects to have its End User's listing deleted from the directory database, Sprint may remove such listing from the Bayland's database via the industry standard process. No charges will apply for End Users deleted or identified as "Non-Published" or "Non-Listed".

20.4. Bayland will provide Sprint's End Users a primary listing in its telephone directories at no charge. Sprint will pay Bayland's tariffed charges for additional directory listings for the same End User. Sprint will also pay tariffed charges for cross referenced listings and foreign listings. A nonrecurring service order charge will apply for the administration of the above mentioned additional services. No other charges will apply.

20.5. Bayland will distribute its telephone directories to Sprint's End Users in the same manner it distributes telephone directories to its own End Users.

20.6. If Bayland uses a third party to publish and provide directories, Bayland will provide the contact information for the directory provider. Bayland will cooperate with Sprint and the directory provider to ensure that Sprint's End-User's listings are included in the directory consistent with Bayland's End-User's listings and that directories are distributed to Sprint's End Users in the same manner that directories are distributed to Bayland's End Users.

20.7. Sprint authorizes Bayland to include and use the subscriber listing information provided to Bayland in the Bayland directory for the following purposes: (a) the exchange of extended area service listings Bayland provides for other directory publications; (b). use Sprint's subscriber listing information in Bayland's future directory; and (c) the exchange of Sprint's subscriber listing information with other similar telephone companies for their directory publications. Bayland will afford Sprint's directory listing information the same level of confidentiality that Bayland affords its own directory listing information.

21. 911 Requirements / Master Street Address Guide (MSAG)

21.1. Bayland does not maintain MSAG and will not interfere with Sprint's ability to obtain MSAG information.

21.2. Each Party is solely responsible for the updating of 911/E911 databases for its End Users and the receipt and transmission of 911/E911 Traffic originated by it. The Parties acknowledge and affirm that calls to 911/E911 shall not ordinarily be routed over the interconnection trunk group(s) identified in and required under this Agreement.

21.3. Neither Party shall be liable to the other Party, its End User or any other person for any loss alleged to arise out of the provision of access to 911 services or any errors, interruptions, defects, failures or malfunctions of 911 service.

22. Multiple Counterparts

22.1. This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

23. Entire Agreement

23.1. This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

Sprint Communications Company L.P.	Bayland Telephone, LLC
By: Michael W Logan	By:
Printed: Michael W. Logan	Printed: Roger L. Hermsen
Title: Director – Access Strategy	Title: Vice-President
Date: 4/16/09	Date: 4-6-2009

Attachment I

PRICING SCHEDULE

SERVICE	CHARGE
RECIPROCAL COMPENSATION:	
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
DIRECTORY LISTINGS	
INITIAL LISTING	$0.00
SUBSEQUENT SERVICE ORDER	Pursuant to Bayland's Tariff
ADDITIONAL LISTING - Residential	Pursuant to Bayland's Tariff
ADDITIONAL LISTING – Business	Pursuant to Bayland's Tariff
CROSS REFERENCED	Pursuant to Bayland's Tariff
FOREIGN LISTING	Pursuant to Bayland's Tariff