

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to SPRINT for inclusion of End User Listings in TDS TELECOM White Page Telephone Directories and Directory Assistance databases provided by TDS TELECOM.
- 1.2 The prices at which TDS TELECOM agrees to provide SPRINT with White Page and Directory Assistance database services are contained in the applicable Appendix PRICING.

2. SERVICE PROVIDED

- 2.1 TDS TELECOM publishes White Pages (WP) directories for geographic areas in which SPRINT also provides local exchange telephone service, and SPRINT wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 SPRINT also desires distribution to its End Users of the WP directories that include listings of SPRINT's End Users.
- 2.3 TDS TELECOM shall provide SPRINT and its End Users access to WP and/or directory listings under the following terms:
 - 2.3.1 At the time of the initial order, or prior to the issuance of a particular directory, SPRINT shall furnish to TDS TELECOM via a Local Service Request (LSR) new, changed and deleted subscriber listing information pertaining to SPRINT End Users located within the local directory scope, along with such additional information as TDS TELECOM may require to prepare and print the alphabetical listings of said directory. SPRINT may provide SPRINT's subscriber listing information to TDS TELECOM for inclusion in the WP directory up to thirty (30) days prior to the business office close date. Applicable service order charges as set forth in Appendix PRICING shall apply.
 - 2.3.2 So long as SPRINT provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all SPRINT End Users located within the local directory scope. TDS TELECOM will also include, where applicable for SPRINT business End Users, one alphabetical, non-bold yellow page listing on the same basis as provided for TDS TELECOM business End Users.

- 2.3.3 Additional, designer and foreign listings will be offered by TDS TELECOM upon request at tariffed rates as set forth in applicable TDS TELECOM General Subscriber Services Tariffs.
- 2.3.4 SPRINT's End User listings will be alphabetically interfiled with TDS TELECOM's subscriber listings of the WP directory. After the business office close date for a particular directory, TDS TELECOM shall provide SPRINT the directory publisher's interfiled proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each SPRINT End User. SPRINT shall review this verification list upon receipt and shall submit to TDS TELECOM any necessary additions, deletions or modifications within five (5) Business Days.
- 2.3.5 Each SPRINT subscriber will receive one copy per primary End User listing of TDS TELECOM's WP directory in the same manner and at the same time that they are delivered to TDS TELECOM's subscribers during the annual delivery of newly published directories. TDS TELECOM has no obligation to provide any additional WP directories above the directories provided to SPRINT or SPRINT customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, SPRINT may provide to TDS TELECOM written specifications of the total number of directories that it will require, at least sixty (60) days prior to the business office directory close date. In that event, TDS TELECOM will deliver the remaining directories included in the SPRINT's order in bulk to an address specified by SPRINT.
- 2.3.6 TDS TELECOM will provide SPRINT with 1/8th page in each directory (where SPRINT has or plans to have local telephone exchange customers) for SPRINT to include SPRINT specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other SPRINTs. At its option, SPRINT shall provide TDS TELECOM with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of SPRINT's camera-ready copy shall be subject to TDS TELECOM's approval.
- 2.3.7 At its request, SPRINT may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where SPRINT provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than TDS TELECOM's "Informational Pages". Sixty (60) calendar days prior to the

business office directory close date, SPRINT shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.

2.3.8 TDS TELECOM will include and maintain SPRINT End User listings in TDS TELECOM's Directory Assistance databases. To the extent that TDS TELECOM's directory assistance listings are maintained in a database administered by a third party, SPRINT shall cooperate with TDS TELECOM as needed to have SPRINT listings loaded into such database. SPRINT shall provide such Directory Assistance listings to TDS TELECOM at no charge.

2.3.9 SPRINT shall provide to TDS TELECOM the names, addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in WP directories (Non-published). Non-Published listings will be subject to the rates as set forth in TDS TELECOM's applicable General Subscriber Services Tariff.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 SPRINT authorizes TDS TELECOM to include and use the subscriber listing information provided to TDS TELECOM pursuant to this Appendix in TDS TELECOM's appropriate printed WP directory and Directory Assistance database(s). Included in this authorization is the exchange of extended area service listings TDS TELECOM provides for Independent Company directory publications and release of SPRINT listings to requesting competing carriers as required by Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is TDS TELECOM's use of SPRINT's subscriber listing information in TDS TELECOM's current and future directory. TDS TELECOM will afford SPRINT's directory listing information the same level of confidentiality that TDS TELECOM affords its own directory listing information.

4. PRICING

4.1 The rates for the services described herein are identified in Appendix PRICING. If SPRINT provides its subscriber listing information to TDS TELECOM's listings database, TDS TELECOM will assess a per book copy charge to SPRINT at the time newly published directories are distributed to SPRINT End Users listed or delivered in bulk to SPRINT. Included in this rate, SPRINT will receive for its End User, one primary listing in TDS TELECOM's WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either SPRINT's End Users, or in bulk to the SPRINT location. TDS TELECOM has no obligation to warehouse WP directories for SPRINT or provide WP directories to SPRINT's End Users subsequent to the annual distribution of newly published directories.

- 4.2 TDS TELECOM has no obligation to provide any additional WP directories above the number of directories forecast by SPRINT per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to SPRINT or SPRINT's End Users after the annual distribution of newly published directories, TDS TELECOM will in good faith attempt to accommodate SPRINT requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.3.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, TDS TELECOM will provide the directories in bulk to SPRINT and will assess a per book charge.

5. LIABILITY

- 5.1 SPRINT hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in SPRINT's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or SPRINT's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 SPRINT shall indemnify, protect, save harmless and defend TDS TELECOM (or TDS TELECOM's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in SPRINT's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and TDS TELECOM, and/or against TDS TELECOM alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in SPRINT's subscriber listing information in the WP directory, TDS TELECOM may, at its option, assume and undertake its own defense, or assist in the defense of the SPRINT, in which event the SPRINT shall reimburse TDS TELECOM for reasonable attorney's fees and other expenses incurred by TDS TELECOM in handling and defending such demand, claim and/or suit.
- 5.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

6.1 If either Party is found to have materially breached this Appendix and the breaching Party fails to cure the breach within ten (10) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of TDS TELECOM's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

7. TERM

7.1 This Appendix shall continue in force for one (1) year and shall automatically renew for successive (1) one year periods, or until terminated by sixty (60) calendar-days prior written notice by either Party to the other. Upon termination, TDS TELECOM shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by SPRINT, and shall promptly return such subscriber listing information to the SPRINT.

7.2 Upon termination of the Interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for TDS TELECOM and SPRINT.
- 1.2 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by TDS TELECOM under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if TDS TELECOM provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by TDS TELECOM and SPRINT.
- 1.3 Except as otherwise agreed upon by the Parties in writing or by the publication of or concurrence in tariffs or price lists filed with the FCC or the Commission, TDS TELECOM shall not be required to provide SPRINT a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.4 The pricing list is in Attachment A found in this Appendix PRICING.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in Attachment A of this Appendix PRICING, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated services, if applicable, will be specified in the rate table included in this Appendix.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, the Parties will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, the fractional mileage will be rounded up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges.”
- 3.2 Each Party shall pay a service order processing/administration charge as referenced in the Pricing Attachment A for each Local Service Request submitted to the other Party.
- 3.3 Some items, which must be individually charged (e.g., extraordinary charges, SPRINT Changes, etc.), are billed as nonrecurring charges.
- 3.4 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Attachment A.
- 3.5 All charges assume work performed during normal business hours (8:00 AM to 5:00 PM Monday through Friday). For work requested outside of normal business hours or on weekends and holidays, premium rates will apply.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

		TDS TELECOM-SPRINT	
		Wisconsin Agreement	
		Monthly Recurring	Non Recurring
Local Service Non-Recurring Charges (see Appendix NP)			
Local Service Order (LSR)			
Per Initial Order:			\$20.00
Per Supplemental Order:			\$5.00
Miscellaneous Testing and other Additional Labor- each half hour or fraction thereof			
Overtime per employee		\$	34.97
Premium Time per employee		\$	46.63
RECIPROCAL COMPENSATION (see Appendix Recip Comp)			
Local Traffic Termination**			Bill and Keep**
**Should Local Traffic become out of balance (>60/40) a reciprocal Local Traffic Termination rate shall be developed and this Attachment shall be updated to incorporate such rate.			
WHITE PAGES (see Appendix WP)			
Directory			
Per book copy delivered to CLEC End User			\$5.00
Per Book copy Delivered in Bulk to CLEC *5% discount on orders over 500			\$5.00*
Per Single Sided Informational Page			\$100.00
PERCENT LOCAL USAGE FACTOR (PLU) (See Appendix Recip Comp)			
TDS Telecom Originated- Sprint Terminated Traffic (PLU)		100%	
Sprint Originated- TDS Telecom Terminated Traffic (PLU)		98%	

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which TDS TELECOM and SPRINT will coordinate with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those metropolitan Exchange Areas where SPRINT is properly certified by the appropriate regulatory body and intends to provide local exchange service, SPRINT shall obtain a separate NXX code or thousands block for each TDS TELECOM rate center which is required to ensure compliance with the industry approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry-approved numbering guidelines and the FCC's Orders pertaining to Local Number Portability (LNP). Both Parties shall terminate all Local Traffic to individual codes to Customers physically located within the assigned rate centers. This will enable SPRINT and TDS TELECOM to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Appendix PRICING. In a Thousand-block number-pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 3.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
NUMBER PORTABILITY**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by TDS TELECOM and SPRINT.
- 1.2 The prices at which TDS TELECOM agrees to provide SPRINT with Number Portability are contained in the applicable Appendix PRICING and/or the applicable tariff where stated.

2. PERMANENT NUMBER PORTABILITY

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 Service Provided

2.2.1 The Parties shall:

2.2.1.1 provide for the requesting of End Office PNP capability on a reciprocal basis through a written request process; and

2.2.1.2 disclose, upon request, any technical limitations that would prevent PNP implementation in a particular switching office; and

2.2.1.3 provide PNP services and facilities only where technically feasible.

2.2.2 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Procedures for Requesting PNP.

2.3.1 If a Party desires to have PNP capability deployed in an End Office of the other Party, which is not currently capable, the requesting Party shall issue a written request which specifically requests PNP, identifies the discrete geographic area covered by the request, and provides a tentative date that the requesting Party expects to need PNP to port prospective customers.

2.3.2 The Party receiving a written request for PNP shall respond to the requesting Party within ten (10) Business Days of receipt of the request, with a date for which PNP will be available in the requested End Office. The receiving Party will proceed to provide PNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65-67.

2.3.3 The Parties acknowledge that each can determine the PNP capable End Offices of the other through the Local Exchange Routing Guide (LERG).

2.4 Obligations of TDS TELECOM:

2.4.1 At the time of execution of this Agreement, TDS TELECOM has deployed PNP in all of its End Offices.

2.4.2 TDS TELECOM may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.5 Obligations of SPRINT:

2.5.1 SPRINT is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.5.2 When SPRINT requests that an NXX in an LRN capable TDS TELECOM switch become portable, SPRINT shall follow the industry standard LERG procedure.

2.5.3 SPRINT shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.5.4 For PNP orders SPRINT shall adhere to TDS TELECOM's Local Service Request (LSR) format and PNP due date intervals. Should SPRINT request a coordinated port, the due date interval will be negotiated between SPRINT and TDS TELECOM.

2.5.5 Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

2.5.5.1 Port requests of 51 or more numbers;

2.5.5.2 Porting of 15 or more access lines for the same customer at the same location;

2.5.5.3 Porting associated with complex services including but not limited to Centrex and ISDN.

2.5.6 SPRINT shall adhere to reserved number standards as set by the FCC.

2.5.7 The Parties shall cooperate in performing activities required to port Customer telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the End User Customer (porting in the Customer telephone number(s)).

2.6 Obligations of Both Parties

2.6.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

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

2.6.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.6.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing. Intercompany testing shall be performed prior to the submission of actual porting orders.

2.6.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.6.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.6.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.6.8 The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order.

2.7 Limitations of Service

- 2.7.1 Telephone numbers can be ported only within TDS TELECOM rate centers, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days, either Party may invoke the dispute resolution procedures under this Agreement.
- 2.7.2 Both Parties recognize that a single Central Office may be used to terminate calls for multiple rate centers. As addressed in 2.7.1 above, neither Party will assign ported numbers to customer premises outside a number's native rate center or rate district in such a manner as to circumvent FCC rules regarding geographic number portability.
- 2.7.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

2.8 Service Descriptions

- 2.8.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.8.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.8.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.8.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.8.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

- 2.8.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. TDS TELECOM will perform LNP Query Service for SPRINT pursuant to the terms and conditions set forth in TDS TELECOM's applicable tariff, which is National Exchange Carrier Association (NECA) Tariff FCC No. 5. SPRINT will perform N-1 responsibilities on the same terms as TDS TELECOM.
- 2.8.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in TDS TELECOM's applicable tariff.
- 2.8.8 Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.9 Pricing

- 2.9.1 The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which TDS TELECOM is a concurring carrier.
- 2.9.2 Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified in Appendix Pricing, or a Party's applicable tariff, the Parties agree not to charge each other, or any of the other Party's End Users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent SPRINT requests porting to be performed outside of TDS TELECOM's regular working hours, or the work requires TDS TELECOM's technicians or project managers to work outside of regular working hours, premium time and material charges shall apply.

3. **MASS CALLING**

3.1 General Terms and Conditions

- 3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP

database. Number portability for mass calling codes will be done on an Individual Case Basis.

4. PROVISION OF PNP BY SPRINT TO TDS TELECOM

- 4.1 SPRINT shall provide PNP to TDS TELECOM under no less favorable terms and conditions as when TDS TELECOM provides such services to SPRINT.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

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APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by TDS TELECOM and SPRINT.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between SPRINT and TDS TELECOM will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

2.1.1 "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic originated by an End User Customer of one Party in an exchange and terminated to a End User Customer of the other Party located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by TDS TELECOM's applicable local exchange tariff. Local Traffic may include IP-Enabled Voice Traffic pursuant to the same parameters as described in the preceding sentence. Local Traffic does not include: (1) ISP-Bound Traffic (Defined in Section 2.1.2.) (2) traffic that does not originate and terminate within the same TDS TELECOM local calling area as such local calling area is defined by TDS TELECOM's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

2.1.2 "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).

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

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

2.1.3.2 Voice traffic originated on the PSTN, and which terminates on IPC, and

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

2.2 Reciprocal compensation applies for transport and termination of Local Traffic as defined in Section 2.1.1 above and terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User of a Party originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4 of this Appendix.

2.2.1 If SPRINT secures NPA/NXXs in specific TDS TELECOM rate centers and assigns numbers from those NPA/NXXs to SPRINT End-Users physically located outside of the rate center to which the NPA/NXX is assigned, TDS TELECOM traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such End-Users at a location outside the TDS TELECOM originating rate center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from TDS TELECOM to SPRINT.

2.2.2 Further, SPRINT agrees to identify such traffic to TDS TELECOM and to compensate TDS TELECOM for originating and transporting such traffic to SPRINT at TDS TELECOM's tariffed switched access rates. TDS TELECOM shall make appropriate billing adjustments if SPRINT can provide sufficient information for TDS TELECOM to determine the actual jurisdiction of the traffic.

2.3 SPRINT and TDS TELECOM agree to terminate each other's ISP-Bound Traffic as described in Section 2.1.2 on a Bill and Keep basis. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.

2.3.1. TDS TELECOM and SPRINT have a fundamental disagreement on compensation of ISP-Bound Traffic which terminates outside of TDS TELECOM's local calling area. TDS TELECOM's position remains that all calls terminating outside of the local calling area are subject to access charges. SPRINT's position is that all ISP-Bound Traffic is subject to the FCC's Order on Remand and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the

Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic released on April 27, 2001 ("FCC ISP Remand Order"). Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

In the event that any of the rates, terms and/or conditions of the Agreement related to compensation for the termination of ISP-Bound Traffic, or any of the laws or regulations that were the basis for those rates, terms and /or conditions are invalidated, modified or stayed by any action of any state or federal regulatory body or court of competent jurisdiction either Party may file a written request to the other Party to have the provision modified, invalidated or stayed consistent with the decision of the governing body.

The Party serving the Information Service Provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such trunks or facility.

- 2.4 When SPRINT establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 2.5 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) traffic exchanged between one Party's End User customers where both have a number ported from the other Party, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.
- 2.6 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes (Reciprocal Compensation or access), if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location, not the location where the call enters the PSTN. Jurisdictional Indicator Parameter ("JIP") shall be populated with the

LRN of the originating switch and shall indicate the Local Exchange Carrier serving the originating End User.

- 2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.
- 2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).
- 3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telecordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 3.3 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 any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's

or any 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 violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

- 3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Appendix PRICING.
- 4.2 Based on the assumption that the Local Traffic exchanged by the Parties will be roughly balanced (i.e., neither Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic), the Parties shall initially terminate each other's Local Traffic on a Bill and Keep basis.
- 4.3 Either Party may request that a traffic study be performed no more frequently than twice a year following the initial year of the Agreement. Should such traffic study indicate, in the aggregate, that the traffic is no longer in balance, either Party may notify the other of their intent to bill for Local Traffic termination. At such time, the Parties shall mutually agree upon and amend Appendix PRICING to incorporate rates for transport and termination of Local Traffic which shall be utilized for the duration of the Term of this Agreement unless otherwise agreed by the Parties. A minimum of ninety (90) days written notice is required prior to the first billing of mutual compensation.

5. BILLING FOR MUTUAL COMPENSATION

5.1 Direct Interconnection

- 5.1.1 Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 5.1.2 Where SS7 connections exist between TDS TELECOM and SPRINT, if either Party fails to provide CPN (valid originating information) or JIP on at least ninety percent (90%) of total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner.
- 5.1.2.1 The remaining ten percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.
- 5.1.2.2 If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed in accordance with applicable access tariffs, currently on file with the appropriate regulatory body.
- 5.1.2.3 The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered.
- 5.1.2.4 The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

5.2 Indirect Interconnection

- 5.2.1 For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.
- 5.2.2 To calculate intraLATA and intrastate toll access charges, the Parties agree to a PLU (Percent Local Usage) factor for each TDS TELECOM

operating company covered under this Agreement, see Pricing Appendix. The Parties shall provide to the other Party semi-annually a revised PLU. If a PLU factor is not provided by a Party then the prior PLU shall remain in effect. Any dispute regarding the PLU factor provided by either Party shall be handled in accordance with Section 16 of the General Terms and Conditions of this Agreement. .

- 5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified in Section 38 of the General Terms and Conditions of this Agreement.
- 5.4 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.

6. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 6.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

APPENDIX 911

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APPENDIX E911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to SPRINT for 911 (E911) arrangements.
- 1.2 The prices at which TDS TELECOM agrees to provide SPRINT with 911 arrangements are contained in the applicable TDS TELECOM tariffs or Appendix PRICING (in the case that TDS TELECOM is the E911 system provider).

2. 911 SERVICE

- 2.1 911 Arrangements are arrangements for routing 911 calls from SPRINT Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. TDS TELECOM shall provide 911 Arrangements to SPRINT as described in this Appendix 911 in each exchange in which: (i) SPRINT is authorized to provide local exchange services, and (ii) TDS TELECOM is the 911 service provider. In providing 911 Arrangements to SPRINT, TDS TELECOM shall comply with all laws, rules and regulations concerning emergency services.

2.2 Service and Facilities Provided

- 2.2.1 TDS TELECOM will provide SPRINT with multiplexing at a designated TDS TELECOM Central Office at the rates set forth in the APPENDIX Pricing and / or pursuant to the terms and conditions in applicable tariffs. TDS TELECOM will also provide SPRINT upon request with dedicated trunking from the TDS TELECOM Central Office to the designated TDS TELECOM Control Office(s) with sufficient capacity to route SPRINT's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the APPENDIX Pricing or applicable state tariff. If SPRINT forwards the ANI information of the calling party to the Control Office, TDS TELECOM will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by SPRINT, TDS TELECOM will display a Central Office identification code for display at the PSAP.

- 2.2.2 SPRINT will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from SPRINT's End Office(s) to the TDS TELECOM Central Office(s). The points of Interconnection for primary and diverse routes are identified elsewhere in

this Interconnection Agreement. SPRINT may, at its option, acquire such trunking from TDS TELECOM at rates, terms and conditions provided in TDS TELECOM's tariffs.

- 2.2.3 TDS TELECOM shall assure sufficient capacity at its 911 selective routers to meet SPRINT's requests for interconnection within thirty (30) business days after receipt of the request. When TDS TELECOM network force and load conditions require a longer implementation timeframe, TDS TELECOM will notify SPRINT within five (5) business days after receipt of the request and the timeframe will be agreed upon.
- 2.2.4 TDS TELECOM shall provide the following information to SPRINT and shall promptly notify SPRINT of any changes:
 - 2.2.4.1 TDS TELECOM processes and requirements for ordering trunks for 911 service and interconnection to the 911 selective router.
 - 2.2.4.2 Trunk group specifications.
 - 2.2.4.3 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
 - 2.2.4.4 TDS TELECOM will provide specific information on TDS TELECOM Selective Routers for each rate center NPA/NXX to assist SPRINT in designing its 911 trunk groups.
 - 2.2.4.5 Lists of rate centers in which Database Management System (DMS) management and selective routing for E911 calls is provided by different entities for different portions of the same rate center.
- 2.2.5 When SPRINT routes calls to TDS TELECOM selective routers, TDS TELECOM shall route such calls to PSAP. TDS TELECOM shall validate and provide SPRINT customer information from the ALI/ANI database.
- 2.2.6 SPRINT shall pay TDS TELECOM charges as set forth in the APPENDIX Pricing (in the case that TDS TELECOM is the E911 system provider) or in the applicable state tariffs.
- 2.2.7 In the event of a TDS TELECOM or SPRINT 911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 911 Service between the Parties.
- 2.2.8 SPRINT will monitor the 911 circuits for the purpose of determining originating network traffic blockages. SPRINT will notify TDS

TELECOM if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

- 2.2.9 Incoming trunks shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 2.2.10 Additional Limitations of Liability Applicable to 911/E911 Service.
 - 2.2.10.1 TDS TELECOM is not liable for the accuracy and content of 911 call information that SPRINT delivers to TDS TELECOM for routing or delivery to the PSAP. SPRINT is responsible for maintaining the content and accuracy of ALI data.
 - 2.2.10.2 Notwithstanding anything to the contrary contained herein, TDS TELECOM's liability to SPRINT and any third party shall be limited to the maximum extent permitted by state statute.
- 2.2.11 TDS TELECOM will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where SPRINT provides facility based local exchange service.
- 2.2.12 SPRINT will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, SPRINT shall provide sufficient trunking and facilities to accommodate those default PSAP requirements, SPRINT is responsible for requesting facilities routed diversely for 911 interconnection.
- 2.2.13 SPRINT shall be responsible for determining the proper quantity of trunks and facilities from its switches to TDS TELECOM 911 Selective Router Offices.
- 2.2.14 SPRINT acknowledges that its End Users in a single local calling scope may be served by different SRs and SPRINT shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.
- 2.2.15 SPRINT will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to SPRINT's demarcation. TDS TELECOM will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. SPRINT is responsible for advising TDS TELECOM of the circuit identification when notifying TDS TELECOM of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. TDS TELECOM will refer network trouble to SPRINT if no defect is found in TDS TELECOM's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

- 2.2.16 SPRINT shall be solely responsible for providing test records and conducting testing on calls on all new NPA/NXXs.
- 2.2.17 Basic 911 and E911 access from the SPRINT local switch may be provided to SPRINT in government jurisdictions where TDS TELECOM has obligations under existing agreements as the primary provider of the 911 System to the county (Host TDS TELECOM), SPRINT shall participate in the provision of the 911 System as follows:
- 2.2.17.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
- 2.2.18 If a third party is the primary service provider to a government agency, SPRINT shall negotiate separately with such third party with regard to the provision of 911 services to the agency. All relations between such third party and SPRINT are totally separate from this Agreement and TDS TELECOM makes no representations on behalf of the third party.
- 2.2.19 If SPRINT or its Affiliate is the primary service provider to a government agency, SPRINT and TDS TELECOM shall negotiate the specific provisions necessary for providing 911 services to the agency and shall include such provisions in an amendment to this Agreement.
- 2.2.20 TDS TELECOM shall comply with established, competitively neutral intervals for installation of facilities.
- 2.2.21 In a resale situation, where it may be appropriate for TDS TELECOM to update the ALI database, TDS TELECOM shall update such database with SPRINT data in an interval at Parity with that experienced by TDS TELECOM end users.
- 2.2.22 The following are Basic 911 and E911 Database Requirements:
- 2.2.22.1 SPRINT shall be responsible for obtaining the Master Street Address Guide (MSAG) for the SPRINT's respective exchanges or communities. Upon request TDS TELECOM will provide contact information to assist SPRINT in obtaining the MSAG.
- 2.2.22.2 SPRINT shall be solely responsible for providing SPRINT database records on a timely basis to the E911 Agency or other parties responsible for management of the ALI database.
- 2.2.22.3 SPRINT shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. SPRINT shall also ensure that its switch provides the line number of the calling station. Where

applicable, SPRINT shall send a ten-digit ANI to TDS TELECOM when there is an ANI failure the SPRINT shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

- 2.2.22.4 Each ALI discrepancy report shall be jointly researched by TDS TELECOM and SPRINT. Corrective action shall be taken immediately by the responsible party.
- 2.2.22.5 TDS TELECOM shall notify SPRINT forty-eight (48) hours in advance of any scheduled testing or maintenance affecting SPRINT 911 service, and provide notification as soon as possible of any unscheduled outage affecting SPRINT 911 service.
- 2.2.22.6 SPRINT shall be responsible for reporting all errors, defects and malfunctions to TDS TELECOM. TDS TELECOM shall provide SPRINT with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 2.2.22.7 SPRINT may enter into subcontracts with third parties, including SPRINT Affiliates, for the performance of any of SPRINT's duties and obligations stated herein.
- 2.2.22.8 Where TDS TELECOM manages the E911 database:
 - 2.2.22.8.1 TDS TELECOM shall enter the SPRINT's End User 911 Records in the database for the E911 DBMS. SPRINT or its representative is responsible for providing records for end user updates in a form that meets NENA standards.
 - 2.2.22.8.2 TDS TELECOM shall coordinate access to the TDS TELECOM E911 DBMS for the initial loading and updating of SPRINT End User 911 Records.
 - 2.2.22.8.3 TDS TELECOM will update SPRINT's End User Records in the E911 DBMS. TDS TELECOM will provide SPRINT an error and status report.

3. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 3.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

APPENDIX DR
(TDS Telecom Disaster Recovery Plan)

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1. PURPOSE

- 1.1 In the unlikely event of a disaster occurring that affects TDS TELECOM's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.
- 1.2 These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. SPRINT will be given the same consideration during an outage and service will be restored as quickly as possible.
- 1.3 This document will cover the basic recovery procedures that would apply to every CLEC.
- 1.4 Notwithstanding the above, SPRINT and TDS TELECOM recognize and agree that restoration of service activities of either party may be superceded by the policies and procedures of the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System contained in PART 64 of the Code of Federal Regulations.

2. SINGLE POINT OF CONTACT

- 2.1. When a problem is experienced, regardless of the severity, the TDS TELECOM Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the stability of TDS TELECOM's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.
- 2.2. TDS TELECOM's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact TDS TELECOM's Emergency Response Team (ERT) and relinquish control of the recovery efforts. Even though the ERT may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.
- 2.3. The telephone number for the TDS TELECOM Network Management Center in Madison, Wisconsin is 608-664-4200.

3. IDENTIFYING THE PROBLEM

- 3.1. During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected SPRINT only; TDS TELECOM only or a combination of both. The initial restoration activity will be largely determined by the equipment that is affected.
- 3.2. Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the SPRINT Network Management Center and the TDS TELECOM NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.
- 3.3. For long-term outages, recovery efforts will be coordinated by the Emergency Response Team (ERT). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ERT will instruct the NMC to begin removing the controls and allow traffic to resume.

4. SITE CONTROL

- 4.1. In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain remains of any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
- 4.2. During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
- 4.3. In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.
- 4.4. An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will

establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

- 4.5. Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
- 4.6. Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)
- 4.7. If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

5. ENVIRONMENTAL CONCERNS

- 5.1. In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.
- 5.2. Items to be concerned with in a large central office building could include:
 - 5.2.1. Emergency generator engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
 - 5.2.2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
 - 5.2.3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

- 5.2.4. Mercury and other regulated compounds resident in telephone equipment.
- 5.2.5. Other compounds produced by the fire or heat.
- 5.3. Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.
- 5.4. At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.
- 5.5. In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.
- 5.6. In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

6. EMERGENCY RESPONSE COORDINATION

- 6.1. When an emergency has been declared, the Emergency Response Team (ERT), a group of pre-selected experts, will convene to inventory the damage and initiate corrective actions. These experts have regional access to TDS TELECOM's personnel and equipment and will assume control of the restoration activity anywhere in a TDS TELECOM serving area.
- 6.2. In the past, the ERT has been involved with restoration activities resulting from hurricanes, tornadoes, ice storms and floods. They have demonstrated their capabilities in directing recovery operations during outages due to natural causes, human error or equipment failures, and have an excellent record of restoring service as quickly as possible.
- 6.3. During a major disaster, the ERT may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. They will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.
- 6.4. Part of the ERT's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ERT will return control of the network to normal operational organizations. Any long-term changes required after service is

restored will be made in an orderly fashion and will be conducted as normal activity.

7. RECOVERY PROCEDURES

7.1. The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how TDS TELECOM will proceed with restoration is whether or not TDS TELECOM's equipment is incapacitated. Regardless of whose equipment is out of service, TDS TELECOM will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

7.2. CLEC OUTAGE

7.2.1. For a problem limited to one CLEC (or a building with multiple CLECs), TDS TELECOM has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, TDS TELECOM can immediately start directing TDS TELECOM-originating traffic to a provisional CLEC for completion. This alternative is dependent upon TDS TELECOM having concurrence from the affected CLECs.

7.2.2. Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact TDS TELECOM's resolve to re-establish traffic to the original destination as quickly as possible.

7.3. TDS TELECOM OUTAGE

7.3.1. Because TDS TELECOM's equipment has varying degrees of impact on the service provided to SPRINT, restoring service from damaged TDS TELECOM equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ERT will be able to initiate immediate actions to correct the problem.

7.3.2. A disaster involving any of TDS TELECOM's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

7.3.3. The NMC would be the first group to observe a problem involving TDS TELECOM's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ERT will assume control of the restoration.

7.3.4. **Loss of a Central Office**

When TDS TELECOM loses a Central Office, the ERT will:

7.3.4.1. Place specialists and emergency equipment on notice;

7.3.4.2. Inventory the damage to determine what equipment and/or functions are lost;

7.3.4.3. Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

7.3.4.4. Begin reconnecting service for Hospitals, Police and other emergency agencies; and

7.3.4.5. Begin restoring service to SPRINT and other customers.

7.3.5. **Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 7.3.4.

7.3.6. **Loss of a Facility Hub**

In the event that TDS TELECOM loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ERT will assume authority for the repairs. The recovery effort will include

7.3.6.1. Placing specialists and emergency equipment on notice;

7.3.6.2. Inventorying the damage to determine what equipment and/or functions are lost;

7.3.6.3.Moving containerized emergency equipment to the stricken area, if necessary;

7.3.6.4.Reconnecting service for Hospitals, Police and other emergency agencies; and

7.3.6.5.Restoring service to SPRINT and other customers. If necessary, TDS TELECOM will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

7.4. COMBINED OUTAGE (SPRINT AND TDS TELECOM EQUIPMENT)

7.4.1. In some instances, a disaster may impact TDS TELECOM's equipment as well as SPRINT's. This situation will be handled in much the same way as described in Section 7.3.6. Since TDS TELECOM and SPRINT will be utilizing temporary equipment, close coordination will be required.

8. ACRONYMS

- 8.1. CO - Central Office (TDS TELECOM)
- 8.2. ERT - Emergency Response Team (TDS TELECOM)
- 8.3. CLEC - Competitive Local Exchange Carrier
- 8.4. NMC - Network Management Center
- 8.5. SWC - Serving Wire Center (TDS TELECOM switch)

APPENDIX ITR

(Interconnection Trunking Requirements)

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APPENDIX ITR

Interconnection Trunking Requirements

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection trunking provided by TDS TELECOM and SPRINT.
- 1.2 This Appendix provides descriptions of the trunking requirements between SPRINT and TDS TELECOM. All references to incoming and outgoing trunk groups are from the perspective of SPRINT. The paragraphs below describe the required and optional trunk groups for local and mass calling.
- 1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users.

2. DEFINITIONS

- 2.1 "Network Interconnection Methods" (NIM) designates facilities established between the Parties' Networks at a DS-1 level or higher, as agreed upon by the parties and trunking established at the DS-1 or DS-0 level.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.
- 3.2 Two-way trunk groups for Local Traffic, IntraLATA and InterLATA traffic can be established between a SPRINT switch and a TDS TELECOM End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency SPRINT will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. TDS TELECOM will use the Trunk Group Service Request (TGSR) as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way

giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 16 of the General Terms and Conditions.

- 3.4 The Parties agree to exchange traffic utilization data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic utilization data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements.

4. DIRECT TRUNKING

- 4.1 Direct End Office trunks terminate traffic from a SPRINT switch to a TDS TELECOM End Office and are not switched at a Tandem location. The Parties shall establish a direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 4.2 The Parties agree that the Direct End Office trunks shall be used solely for the exchange of traffic between the Parties' respective End Users, i.e. no Tandem switching will be performed by either Party. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).
- 4.3 At the time of execution, TDS TELECOM does not operate any tandem offices covered by this Agreement. If at anytime during the term of this Agreement, TDS TELECOM deploys tandem capability, the Parties will amend this Agreement as necessary to provide terms and conditions for Direct Tandem Trunks.
- 4.4 Trunk Configuration
- 4.4.1 Trunk Configuration
- 4.4.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured

utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

- 5.1 The following trunk groups may be used to exchange Local Traffic between SPRINT and TDS TELECOM.
- 5.2 Local Interconnection Trunk Group(s) .

5.2.1 Direct End Office Trunking

5.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local Traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.1 and 4.2.

- 5.3 For each NXX code used by either Party, the Party to whom the NXX is assigned must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area assigned to such NXX code.
- 5.4 TDS TELECOM will not block switched access customer traffic delivered to any TDS TELECOM Office for completion on SPRINT's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any TDS TELECOM End Office. TDS TELECOM shall have no responsibility to ensure that any switched access customer will accept traffic that SPRINT directs to the switched access customer.
- 5.5 SPRINT shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, TDS TELECOM will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by SPRINT wherever such information is needed for call routing or billing. The

Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

5.6.1 If SPRINT should acquire a HVCI/Mass Calling customer, i.e. a radio station, SPRINT shall provide written notification to TDS TELECOM. TDS TELECOM reserves the option to provide either a physical or "virtual" trunk group, with a virtual group preferred where technically feasible, for HVCI/Mass Calling Trunking.

6. FORECASTING RESPONSIBILITIES

6.1 SPRINT agrees to provide an initial forecast for establishing the initial Interconnection facilities. TDS TELECOM shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to SPRINT. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. SPRINT shall provide subsequent forecasts on a semi-annual basis. SPRINT forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Forecasts shall be non-binding on both TDS TELECOM and SPRINT. TDS TELECOM shall take SPRINT's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the SPRINT. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing at the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. The Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem

subtending Local Interconnection End Office equivalent trunk requirements); and

- 6.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 6.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 6.4 SPRINT shall be responsible for forecasting two-way trunk groups. TDS TELECOM shall be responsible for forecasting and servicing the one-way trunk groups terminating to SPRINT and SPRINT shall be responsible for forecasting and servicing the one-way trunk groups terminating to TDS TELECOM, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the Parties.
- 6.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 6.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

8. TRUNK SERVICING

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). SPRINT will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as set forth in section 3.3), TDS TELECOM will issue ASRs for trunk groups for traffic that originates from TDS TELECOM and terminates to SPRINT. The Parties agree to confer prior to altering trunk sizing.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELECORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The forms can be obtained from www.atis.org/atis/clc/obf/download.htm.
- 8.3 In A Blocking Situation:
- 8.3.1 In a blocking final situation, a TGSR will be issued by TDS TELECOM when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. SPRINT will note "Service Affecting" on the ASR.
- 8.4 Underutilization:
- 8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

- 8.4.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.4.1.3 Upon review of the TGSR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 8.4.1.4 If TDS TELECOM does not receive an ASR, or if SPRINT does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, TDS TELECOM will attempt to contact SPRINT to schedule a joint planning discussion. If SPRINT will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, TDS TELECOM will issue an ASR to resize the Interconnection trunks and facilities.
- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
 - 8.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received.
 - 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The Parties will mutually agree upon intervals used for provisioning trunk groups.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among TDS TELECOM and SPRINT work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
 - 8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 SPRINT will be responsible for engineering its network and its costs on its side of the Point of Interconnection (POI). TDS TELECOM will be responsible for engineering its network and its costs on its side of the POI.
- 8.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Appendix shall be no longer than twenty-

one (21) days from receipt of a request by either Party. If either SPRINT or TDS TELECOM is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule the date no more than seven (7) days from the original date.

- 8.9 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT

10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. SPRINT and TDS TELECOM will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 SPRINT and TDS TELECOM shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Amendment No. 1 to Interconnection Agreement

This Amendment No. 1 to the Interconnection Agreement dated January 1, 2006, by and between TDS Telecommunications Corporation as agent for the Wisconsin operating companies listed in Appendix A (collectively "TDS TELECOM") and Sprint Communications Company, L.P. ("SPRINT") each referred to as a "Party" and collectively the "Parties," is entered into this 15th day of April, 2006.

WHEREAS, the Parties entered in the Agreement by and between TDS TELECOM and SPRINT on or about January 1, 2006 ("Agreement"); and

WHEREAS, as provided herein, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree as follows:

Add Central State Telephone Company, LLC, Grantland Telecom, Inc., and UTELCO, LLC as additional Parties to the Agreement as reflected in the 1st Revised Appendix A to the General Terms and Conditions.

Pursuant to Section 2.3 of Appendix Network Interconnection Methods ("NIM"), Attachment A is amended, as attached, to reflect the addition of Points of Interconnection ("POI") for the exchanges of Central State Telephone Company, LLC, Grantland Telecom, Inc., and UTELCO, LLC.

The remaining terms and conditions of the Agreement shall remain in effect.

**Schedule of TDS Telecommunications
Wisconsin Companies**

Eastcoast Telecom of Wisconsin, LLC- incorporated in Delaware
Stockbridge & Sherwood Telephone Company- incorporated in Wisconsin

Central State Telephone Company, LLC- incorporated in Delaware
Grantland Telecom, Inc.- incorporated in Wisconsin
UTELCO, LLC- incorporated in Delaware

TDS Telecom/ Sprint
 Points of Interconnection

The Parties agree initially to interconnect on an indirect basis pursuant to Section 3.3.1 of this Appendix. At such time as the traffic thresholds described in Section 3.3.2 are met or the Parties otherwise determine to implement direct interconnection, the mutually agreed upon Point(s) of Interconnection between Sprint and TDS Telecom for the exchange of traffic will be as described below.

Technical Point of Contact for:

Sprint: Brian Snyder 913-762-1859

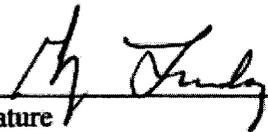
TDS Telecom: Wade Soczka - Mgr. Network Implementation Support- 608-664-4847

Exchange(s)	POI-Description	POI- CLLI	Location	Vertical/ Horizontal Coordinates
Cleveland, WI Collins, WI Howards Grove, WI St. Nazianz, WI Valders, WI	Cleveland Host Office	CLEVWIXADS1	1140 W WASHINGTON AVE	V= 05606 H= 03651
Stockbridge, WI Sherwood, WI	Sherwood Host Office	SHWDWIXADSA	287 N MILITARY	V= 05594 H= 03748
Tisch Mills, WI	Tisch Mills End Office	TSMLWIXADS0	CTY TRK B	V=05519 H= 03676
Auburndale, WI Junction City, WI Lindsey, WI Mill Creek, WI Pittsville, WI Vesper, WI	Junction City Host Office	JNCYWIXADS0	FIRST/PARK AVE	V=05620 H= 03997
Necedah, WI	Necedah End Office	NCDHWIXADS2	HWY 21 & SHERIDAN	V=05752 H= 03986
Bagley, WI Bloomington, WI Fennimore, WI Mt. Hope, WI Woodman, WI	Lancaster Host Office	LNCSWIXADS1	132 N MONROE ST	V=06025 H= 03964

TDS Telecom/ Sprint
 Points of Interconnection

Exchange(s)	POI-Description	POI- CLLI	Location	Vertical/ Horizontal Coordinates
Albany, WI Blanchardville, WI Browntown, WI Juda, WI Monroe, WI Monticello, WI South Wayne, WI Woodford, WI	Monroe Host Office	MONRWIXADSA	827 16TH AVE	V=05995 H= 03784

By Sprint Communications, L.P.

 5/3/06
 Signature Date

Gary Lindsey
 Printed Name

Director – Access Solutions
 Position/Title

By TDS Telecommunications Corporation,
 agent

 5/17/06
 Signature Date

Louis D. Reilly, III
 Printed Name

Director – Carrier Relations
 Position/Title

Amendment No. 2 to Interconnection Agreement

This Amendment No. 2 to the Interconnection Agreement dated January 1, 2006, by and between TDS Telecommunications Corporation as agent for the Wisconsin operating companies listed in Appendix A (collectively "TDS TELECOM") and Sprint Communications Company, L.P. ("SPRINT") each referred to as a "Party" and collectively the "Parties," is entered into this 9th day of May, 2008.

WHEREAS, the Parties entered in the Agreement by and between TDS TELECOM and SPRINT on or about January 1, 2006 ("Agreement"); and

WHEREAS, as provided herein, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree as follows:

Add Burlington, Brighton & Wheatland Telephone Company, LLC, The Farmers Telephone Company, LLC, and Southeast Telephone Company of Wisconsin, LLC as additional Parties to the Agreement as reflected in the 2nd Revised Appendix A to the General Terms and Conditions.

Pursuant to Section 2.3 of Appendix Network Interconnection Methods ("NIM"), Attachment A is amended, as attached, to reflect the addition of Points of Interconnection ("POI") for the exchanges of Burlington, Brighton & Wheatland Telephone Company, LLC, The Farmers Telephone Company, LLC, and Southeast Telephone Company of Wisconsin, LLC.

The remaining terms and conditions of the Agreement shall remain in effect.

By Sprint Communications, L.P.

By TDS Telecommunications Corporation,
agent

Michael W. Logan 5-21-08
Signature Date

Katherine S. Barnekow 5/28/08
Signature Date

Michael W. Logan
Printed Name

Katherine S. Barnekow
Printed Name

Director - Access Strategy
Position/Title

Director - Carrier Relations
Position/Title

**Schedule of TDS Telecommunications
Wisconsin Companies**

**Eastcoast Telecom of Wisconsin, LLC- incorporated in Delaware
Stockbridge & Sherwood Telephone Company- incorporated in Wisconsin**

**Central State Telephone Company, LLC- incorporated in Delaware
Grantland Telecom, Inc.- incorporated in Wisconsin
UTELCO, LLC- incorporated in Delaware**

**Burlington, Brighton & Wheatland Telephone Company, LLC - incorporated in Delaware
Southeast Telephone Company of Wisconsin, LLC- incorporated in Delaware
The Farmers Telephone Company, LLC- incorporated in Delaware**

Interconnection Agreement
 General Terms and Conditions
 2nd Revised Appendix A
 SPR-43013

The Parties agree initially to interconnect on an indirect basis pursuant to Section 3.3.1 of this Appendix. At such time as the traffic thresholds described in Section 3.3.2 are met or the Parties otherwise determine to implement direct interconnection, the mutually agreed upon Point(s) of Interconnection between Sprint and TDS Telecom for the exchange of traffic will be as described below.

Technical Point of Contact for:

Sprint: Brian Snyder 913-762-1859

TDS Telecom: Wade Soczka- Mgr. Network Implementation Support- 608-664-4847

Exchange(s)	POI-Description	POI- CLLI	Location	Vertical/ Horizontal Coordinates
Cleveland, WI Collins, WI Howards Grove, WI St. Nazianz, WI Valders, WI	Cleveland Host Office	CLEVWIXADS1	1140 W WASHINGTON AVE	V= 05606 H= 03651
Stockbridge, WI Sherwood, WI	Sherwood Host Office	SHWDWIXADSA	287 N MILITARY	V= 05594 H= 03748
Tisch Mills, WI	Tisch Mills End Office	TSMLWIXADS0	CTY TRK B	V=05519 H= 03676
Auburndale, WI Junction City, WI Lindsey, WI Mill Creek, WI Pittsville, WI Vesper, WI	Junction City Host Office	JNCYWIXADS0	FIRST/PARK AVE	V=05620 H= 03997
Necedah, WI	Necedah End Office	NCDHWIXADS2	HWY 21 & SHERIDAN	V=05752 H= 03986
Bagley, WI Beetown, WI Bloomington, WI Cassville, WI Fennimore, WI Lancaster, WI Mt. Hope, WI Potosi, WI Woodman, WI	Lancaster Host Office	LNCSWIXADS1	132 N MONROE ST	V=06025 H= 03964

Interconnection Agreement
 General Terms and Conditions
 2nd Revised Appendix A
 SPR-43013

Exchange(s)	POI- Description	POI- CLLI	Location	Vertical/ Horizontal Coordinates
Albany, WI Blanchardville, WI Browntown, WI Juda, WI Monroe, WI Monticello, WI South Wayne, WI Woodford, WI	Monroe Host Office	MONRWIXADSA	827 16TH AVE	V=05995 H= 03784
Bohners Lake, WI Wheatland, WI	Bohners Lake Host Office	BHLKWIXADS1	7610 MCHENRY ST	V=05892 H= 03596
Waterford, WI	Waterford End Office	WTFRWIXADS1	311 ELIZABETH ST	V=05862 H= 03598
Wind Lake, WI	Wind Lake End Office	WDLKWIXADS1	7945 S LOOMIS RD	V=05849 H= 03596