

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 MCC.
- 1.2 This Appendix provides descriptions of the trunking requirements between MCC and TDS TELECOM. All references to incoming and outgoing trunk groups are from the perspective of MCC. 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 MCC 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 MCC 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 MCC 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 Tandem Trunking.
- 4.3.1 Where TDS TELECOM has a Tandem switch in a LATA, the Parties shall establish Tandem trunking for the exchange of intraLATA Toll Traffic, interLATA traffic, Local Traffic and Tandem Transit Traffic for calls destined to or from end offices and third parties that subtend the TDS TELECOM Tandem. The trunk group(s) shall be two-way and will utilize Signaling System 7 ("SS7") signaling.
- 4.3.2 When Tandem Transit Traffic is routed through the TDS TELECOM Tandem from MCC to another local exchange carrier, CLEC or wireless carrier switch requires a DS1 or more over three (3) consecutive months, MCC shall establish a direct end office trunk group between itself and the

other Local Exchange Carrier, CLEC or wireless carrier switch. MCC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as the said traffic threshold is met.

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 MCC 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.

5.2.2 Tandem Trunking Local Trunk Group

5.2.2.1 The Parties shall establish Local Trunk Group to the TDS TELECOM tandem for the exchange of Local Traffic and Tandem Transit Traffic subject to limitations of paragraphs 4.3 above.

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 MCC'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 MCC directs to the switched access customer.
- 5.5 MCC 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 MCC 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 MCC should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCC 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 MCC 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 MCC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. MCC shall provide subsequent forecasts on a semi-annual basis. MCC 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 MCC. TDS TELECOM shall take MCC'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 MCC. 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 MCC 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 MCC and MCC 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). MCC 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 MCC. 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. MCC 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 MCC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, TDS TELECOM will attempt to contact MCC to schedule a joint planning discussion. If MCC 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 MCC 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 MCC 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 MCC 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. MCC 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 MCC 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.

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(NETWORK INTERCONNECTION METHODS)**

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by TDS TELECOM and MCC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties.
- 1.2.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.3 TDS TELECOM shall provide Interconnection for MCC's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of quality equal to that which TDS TELECOM provides itself, a subsidiary, an affiliate, or any other party to which TDS TELECOM provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.4 The Parties shall effect an Interconnection that is efficient, fair and in a manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

- 2.1 TDS TELECOM's network is partly comprised of End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. TDS TELECOM's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be completed within sixty (60) days from MCC's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. MCC and TDS TELECOM agree to Interconnect their networks through existing and/or new Interconnection facilities between MCC switch(es) and TDS TELECOM's End Office(s). The physical architecture plan will, at a minimum, include the location of MCC's switch(es) and TDS TELECOM End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection

facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. At least one POI must be established for each Exchange Area where TDS TELECOM operates as an ILEC and MCC has End Users in that same area, except where TDS provides host/remote configurations, pursuant to ITR section 4.2. In some cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each End Office within a TDS TELECOM company's service area. Both Parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment. The initial mutually agreed upon POI(s) is described in Attachment A of this Appendix.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.6 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

2.7 Technical Interfaces

- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using B8ZS with Extended Superframe format framing.
- 2.7.2 Electrical handoffs at the POI(s) will be DS1, DS3 or STS-1 as mutually agreed to by the parties. When a DS3 or STS-1 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

3. METHODS OF INTERCONNECTION

3.1 Leased Facility Interconnection ("LFI")

- 3.1.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable tariff. The rate for two-way facilities provided by TDS TELECOM and dedicated to traffic between MCC and TDS TELECOM will be reduced by a shared facility factor of forty percent (40%) to account for the estimated portion of the facility utilized to carry TDS TELECOM originated traffic.

3.2 Fiber Meet Interconnection

- 3.2.1 Fiber Meet Interconnection between TDS TELECOM and MCC can occur at any mutually agreeable, economically and technically feasible point(s) between MCC's premises and a TDS TELECOM End Office.
- 3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETWORK (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.
- 3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall

be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.2.4 There are four basic Fiber Meet design options.

3.2.4.1 Design One: MCC's fiber cable (four, or some integral multiple thereof, fibers) and TDS TELECOM's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the MCC and TDS TELECOM locations. This Interconnection point would be at a mutually agreeable location.

3.2.4.2 Design Two: MCC will provide fiber cable to the last entrance (or TDS TELECOM designated) manhole at the TDS TELECOM's End Office switch. TDS TELECOM shall make all necessary preparations to receive and to allow and enable MCC to deliver fiber optic facilities into that manhole. MCC will provide a sufficient length of Optical Fire Resistant (OFR) cable for TDS TELECOM to pull the fiber cable through the TDS TELECOM cable vault and terminate on the TDS TELECOM fiber distribution frame (FDF) in TDS TELECOM's office. MCC shall deliver and maintain such strands wholly at its own expense up to the POI. TDS TELECOM shall take the fiber from the manhole and terminate it inside TDS TELECOM's office on the FDF at TDS TELECOM's expense. In this case the POI shall be at the TDS TELECOM designated manhole location.

3.2.4.3 Design Three: TDS TELECOM will provide fiber cable to the last entrance (or MCC designated) manhole at the MCC location. MCC shall make all necessary preparations to receive and to allow and enable TDS TELECOM to deliver fiber optic facilities into that manhole. TDS TELECOM will provide a sufficient length of Optical Fire Resistant (OFR) cable for MCC to run the fiber cable from the manhole and terminate on the MCC fiber distribution frame (FDF) in MCC's location. TDS TELECOM shall deliver and maintain such strands wholly at its own expense up to the POI. MCC shall take the fiber from the manhole and terminate it inside MCC's office on the FDF at MCC's expense. In this case the POI shall be at the MCC designated manhole location.

3.2.4.4 Design Four: Both MCC and TDS TELECOM each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. TDS TELECOM will provide the fibers associated with the "working" side of the system. MCC will provide the fibers associated with the "protection" side of the system. The

Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the TDS TELECOM location.

- 3.2.5 The MCC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from TDS TELECOM. This location is MCC's responsibility to provision and maintain.
- 3.2.6 The TDS TELECOM location includes all TDS TELECOM FOTs, multiplexing and fiber required to terminate the optical signal provided from MCC. This location is TDS TELECOM's responsibility to provision and maintain.
- 3.2.7 TDS TELECOM and MCC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.
- 3.2.9 MCC and TDS TELECOM will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s, DS3s or STS-1s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by MCC and TDS TELECOM.

3.3 Indirect Interconnection

- 3.3.1 The Parties agree that where traffic volumes do not warrant direct interconnection, traffic shall be exchanged by transiting such traffic

through third party LEC tandems. Each Party shall be financially and operationally responsible for the entire cost of providing facilities from its network to the Point of Interconnection (POI) for the exchange of such traffic.

3.3.2 Where the traffic exchanged between MCC and a specific TDS TELECOM host or end office switch requires twenty-four (24) or more trunks or it is otherwise economically advantageous, the Parties shall implement direct trunks to a POI associated with the specific host or end office switch in accordance with Appendix ITR Section 4.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If MCC determines to offer local exchange service within a TDS TELECOM area, MCC shall provide thirty (30) days written notice to TDS TELECOM of the need to establish Interconnection. Such request shall include (i) MCC's Switch address, type, and CLI; (ii) MCC's requested Interconnection activation date; and (iii) a non-binding forecast of MCC's trunking and facilities requirements.
- 4.2 Upon receipt of MCC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 If MCC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional TDS TELECOM Central Offices, MCC shall provide written notice to TDS TELECOM to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If TDS TELECOM deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional MCC Central Offices in such local exchange, TDS TELECOM shall be entitled, upon written notice to MCC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 MCC and TDS TELECOM shall work cooperatively to install and maintain a reliable network. MCC and TDS TELECOM shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

- 4.5 MCC and TDS TELECOM will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Appendix.
- 4.6 MCC and TDS TELECOM shall:
 - 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 5.2 Criteria:
 - 5.2.1 Investment is to be minimized.
 - 5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.
- 5.3 Processes:
 - 5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.
 - 5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
 - 5.3.3 If, based on the forecasted equivalent DS-1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1)

year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

- 5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criterion assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

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.

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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 MCC.
- 1.2 The prices at which TDS TELECOM agrees to provide MCC 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 MCC:

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

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

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

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

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 NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which TDS TELECOM and MCC 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 MCC is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCC 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 MCC 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.

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for TDS TELECOM and MCC.
- 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 MCC.
- 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 MCC 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, MCC 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- MCC
Contracted Interconnection Rates**

| | | TDS TELECOM-MCC | |
|---|--|-------------------|-----------------|
| | | 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) | | | |
| <u>Transit Traffic - UTELCO only</u> | | | |
| Per minute of use | | | \$0.0042 |
| <u>Local Traffic Termination**</u> | | | |
| 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. | | | Bill and Keep** |
| WHITE PAGES (see Appendix WP) | | | |
| <u>Directory</u> | | | |
| Per book copy delivered to CLEC End User | | | \$5.00 |
| Per Book copy Delivered in Bulk to CLEC | | | \$5.00* |
| *5% discount on orders over 500 | | | \$100.00 |
| Per Single Sided Informational Page | | | |
| PERCENT LOCAL USAGE FACTOR (PLU) (See Appendix Recip Comp) | | | |
| TDS Telecom Originated- MCC Terminated Traffic (PLU) | | | 100% |
| MCC Originated- TDS Telecom Terminated Traffic (PLU) | | | TBD |

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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 MCC.

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

2.1 The Telecommunications traffic exchanged between MCC and TDS TELECOM will be classified as Local Traffic, Tandem Transit 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 MCC secures NPA/NXXs in specific TDS TELECOM rate centers and assigns numbers from those NPA/NXXs to MCC 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 MCC.
- 2.2.2 Further, MCC agrees to identify such traffic to TDS TELECOM and to compensate TDS TELECOM for originating and transporting such traffic to MCC at TDS TELECOM's tariffed switched access rates. TDS TELECOM shall make appropriate billing adjustments if MCC can provide sufficient information for TDS TELECOM to determine the actual jurisdiction of the traffic.
- 2.3 MCC 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 MCC 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. MCC'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 MCC 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 Telcordia 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 MCC, 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. TANDEM TRANSIT TRAFFIC COMPENSATION

- 6.1 Transiting service allows MCC to send or receive Local and Tandem Transit Traffic to or from a third party network through TDS's tandem. A transit rate element as set forth in Appendix Pricing applies to all MOUs originated by MCC to third party networks that transit TDS' tandem. The originating Party is responsible for payment of the appropriate rates unless otherwise specified herein. The Transiting rate element is only applicable when calls do not originate with or terminate to a TDS End User. The rates that TDS shall charge for transiting MCC traffic are outlined in Appendix Pricing. Compensation for tandem transit service for intraLATA Toll Traffic and interLATA Traffic is governed by TDS' access tariff.
- 6.2 The Parties agree to establish appropriate billing relationships directly with third party Telecommunications carriers. In the event MCC originated traffic transits TDS' network to reach a third party Telecommunications Carrier with whom MCC does not have a traffic exchange agreement, then MCC will indemnify TDS against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. TDS will dispute all such charges and will direct the terminating party to bill their charges directly to MCC.

7. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 7.1 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 WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to MCC 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 MCC 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 MCC also provides local exchange telephone service, and MCC wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 MCC also desires distribution to its End Users of the WP directories that include listings of MCC's End Users.
- 2.3 TDS TELECOM shall provide MCC 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, MCC shall furnish to TDS TELECOM via a Local Service Request (LSR) new, changed and deleted subscriber listing information pertaining to MCC 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. MCC may provide MCC'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 MCC provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all MCC End Users located within the local directory scope. TDS TELECOM will also include, where applicable for MCC 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 MCC'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 MCC 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 MCC End User. MCC 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 MCC 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 MCC or MCC customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, MCC 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 MCC's order in bulk to an address specified by MCC.
- 2.3.6 TDS TELECOM will provide MCC with 1/8th page in each directory (where MCC has or plans to have local telephone exchange customers) for MCC to include MCC 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 MCCs. At its option, MCC 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 MCC's camera-ready copy shall be subject to TDS TELECOM's approval.
- 2.3.7 At its request, MCC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where MCC 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, MCC shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.

- 2.3.8 TDS TELECOM will include and maintain MCC 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, MCC shall cooperate with TDS TELECOM as needed to have MCC listings loaded into such database. MCC shall provide such Directory Assistance listings to TDS TELECOM at no charge.
- 2.3.9 MCC 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 MCC 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 MCC 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 MCC's subscriber listing information in TDS TELECOM's current and future directory. TDS TELECOM will afford MCC'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 MCC provides its subscriber listing information to TDS TELECOM's listings database, TDS TELECOM will assess a per book copy charge to MCC at the time newly published directories are distributed to MCC End Users listed or delivered in bulk to MCC. Included in this rate, MCC 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 MCC's End Users, or in bulk to the MCC location. TDS TELECOM has no obligation to warehouse WP directories for MCC or provide WP directories to MCC'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 MCC per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to MCC or MCC's End Users after the annual distribution of newly published directories, TDS

TELECOM will in good faith attempt to accommodate MCC 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 MCC and will assess a per book charge.

5. LIABILITY

- 5.1 MCC hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in MCC's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or MCC'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 MCC 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 MCC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. MCC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against MCC 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 MCC'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 MCC, in which event the MCC 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 MCC, and shall promptly return such subscriber listing information to the MCC.
- 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.

APPENDIX 911

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APPENDIX E911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to MCC for 911 (E911) arrangements.
- 1.2 The prices at which TDS TELECOM agrees to provide MCC 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 MCC 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 MCC as described in this Appendix 911 in each exchange in which: (i) MCC is authorized to provide local exchange services, and (ii) TDS TELECOM is the 911 service provider. In providing 911 Arrangements to MCC, 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 MCC 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 MCC upon request with dedicated trunking from the TDS TELECOM Central Office to the designated TDS TELECOM Control Office(s) with sufficient capacity to route MCC'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 MCC 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 MCC, TDS TELECOM will display a Central Office identification code for display at the PSAP.
- 2.2.2 MCC will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from MCC'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. MCC 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 MCC'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 MCC 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 MCC and shall promptly notify MCC 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 MCC 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 MCC routes calls to TDS TELECOM selective routers, TDS TELECOM shall route such calls to PSAP. TDS TELECOM shall validate and provide MCC customer information from the ALI/ANI database.
- 2.2.6 MCC 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 MCC 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 MCC will monitor the 911 circuits for the purpose of determining originating network traffic blockages. MCC 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 MCC delivers to TDS TELECOM for routing or delivery to the PSAP. MCC 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 MCC 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 MCC provides facility based local exchange service.
- 2.2.12 MCC 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, MCC shall provide sufficient trunking and facilities to accommodate those default PSAP requirements, MCC is responsible for requesting facilities routed diversely for 911 interconnection.
- 2.2.13 MCC 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 MCC acknowledges that its End Users in a single local calling scope may be served by different SRs and MCC shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.
- 2.2.15 MCC will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCC's demarcation. TDS TELECOM will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. MCC 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 MCC 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 MCC 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 MCC local switch may be provided to MCC 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), MCC 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, MCC 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 MCC are totally separate from this Agreement and TDS TELECOM makes no representations on behalf of the third party.
- 2.2.19 If MCC or its Affiliate is the primary service provider to a government agency, MCC 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 MCC 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 MCC shall be responsible for obtaining the Master Street Address Guide (MSAG) for the MCC's respective exchanges or communities. Upon request TDS TELECOM will provide contact information to assist MCC in obtaining the MSAG.
- 2.2.22.2 MCC shall be solely responsible for providing MCC database records on a timely basis to the E911 Agency or other parties responsible for management of the ALI database.
- 2.2.22.3 MCC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. MCC shall also ensure that its switch provides the line number of the calling station. Where applicable, MCC shall send a ten-digit ANI to TDS TELECOM when there is an ANI failure the MCC 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 MCC. Corrective action shall be taken immediately by the responsible party.
- 2.2.22.5 TDS TELECOM shall notify MCC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCC 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCC 911 service.
- 2.2.22.6 MCC shall be responsible for reporting all errors, defects and malfunctions to TDS TELECOM. TDS TELECOM shall provide MCC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 2.2.22.7 MCC may enter into subcontracts with third parties, including MCC Affiliates, for the performance of any of MCC'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 MCC's End User 911 Records in the database for the E911 DBMS. MCC 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 MCC End User 911 Records.
 - 2.2.22.8.3 TDS TELECOM will update MCC's End User Records in the E911 DBMS. TDS TELECOM will provide MCC 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.