THEIS COMMUNICATIONS CONSULTING, LLC
7633 Ganser Way, Suite 202 • Madison, WI 53719-2092 • 608.829.0271 • fax 608.829.1754
miket@theisconsulting.com

December 10, 2010

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Agreement") Between Amherst Telephone Company and Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile ("ELEMENT MOBILE").

Dear Ms. Paske:

I am filing this letter and signed Agreement electronically on behalf of Amherst Telephone Company ("AMHERST").

AMHERST hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between AMHERST and ELEMENT MOBILE. AMHERST has been authorized by ELEMENT MOBILE to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on ELEMENT MOBILE via U. S. mail at the following address:

Jerry Wilke, COO
Wisconsin RSA #7 Limited Partnership
440 East Grand Ave.
PO Box 8020
Wisconsin Rapids, Wisconsin 54495-8020

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Jerry Wilke- Wisconsin RSA #7 Limited Partnership
CC: Rick Letto – Amherst Telephone Company

INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC

This Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Agreement") is effective as of the 1st of October, 2010 (the "Effective Date"), by and between Amherst Telephone Company ("AMHERST"), a Wisconsin Corporation, with its principal office at 120 Mill Street P.O. Box 279, Amherst, Wisconsin 54406-0279 and Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile ("ELEMENT MOBILE"), with its principal office at 440 East Grand Ave, PO Box 8020, Wisconsin Rapids, Wisconsin 54495-8020. AMHERST and ELEMENT MOBILE are referred to herein individually as "Party" and collectively as the "Parties".

WHEREAS, AMHERST is an Incumbent Local Exchange Carrier ("ILEC") in the State of Wisconsin; and

WHEREAS, ELEMENT MOBILE is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC"); and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), have specific standards and procedures for Interconnection and Reciprocal Compensation, and the Parties intend that this Agreement meets these standards and procedures; and

WHEREAS, the Parties wish to establish a Reciprocal Compensation and Interconnection arrangement consistent with 47 U.S.C. 251 (b)(5); and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

WHEREAS, the Parties wish to make an agreement for the mutual Transport and Termination of Telecommunications Traffic, which will supersede and replace any previous arrangements between the Parties and/or their predecessors for the mutual Transport and Termination of Telecommunications Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMHERST and ELEMENT MOBILE hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the Telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC.

1.2 "Affiliate" is as Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined in the Act.

1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.

1.5 "Central Office Switch" means an LEC switch used to provide Telecommunications Services, including, but not limited to the following:

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
(c) "Host Office Switch" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Office Switches requiring terminating, signaling, transmission, and related functions including local switching.
(d) "Tandem Switch" is a Class 4 switching system that connects and switches trunk circuits between and among Host Office Switch, End Office Switches, Mobile Switching Centers, and IXC networks.

1.6 "CLLI Codes" means Common Language Location Identifier Codes.

1.7 "Commercial Mobile Radio Services" (CMRS) as defined in 47 C.F.R. 20.3.

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

1.9 "Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-

switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.10 "Direct Interconnection" means a two-way connection between the LEC network and the ELEMENT MOBILE network. "Direct Interconnection Facilities" means the interconnection facilities as described in Appendix A.

1.11 "DS-1" is a telecommunications service carried at digital signal rate of 1.544 Mbps.

1.12 "Effective Date" means the date contained in the first paragraph of the Agreement.

1.13 "End User" means a customer of AMHERST or ELEMENT MOBILE. The End User of a third party wireless carrier, using ELEMENT MOBILE network to terminate traffic to a AMHERST End User, shall be considered an ELEMENT MOBILE End User for purpose of this Agreement.

1.14 "Enhanced Service Provider (ESP)/ Information Service Provider (ISP) is any entity, including but not limited to an Internet Service Provider, that provides Information Services.

1.15 "FCC" means the Federal Communications Commission

1.16 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.17 "Information Service" is As Defined in the Act.

1.18 "ISP Traffic" is traffic originated by an End User of one Party and delivered to the other Party for switching to an Information Service Provider (ISP).

1.19 "Interconnection" has the meaning given the term in the Act and refers to the direct or indirect connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic. "Interconnection Facilities" means the interconnection facilities as described in Appendix A.

1.20 "Interexchange Carrier (IXC)" is a carrier that provides or carries, directly or indirectly, toll traffic authorized by the FCC to provide interstate long distance telecommunications service and is authorized by the Commission to provide long distance telecommunications services within the State.

1.21 "InterMTA Traffic" is: (a) traffic originated by a CMRS End User of ELEMENT MOBILE in one MTA and terminated to an End User of AMHERST in another MTA; and (b) traffic originated by an End User of AMHERST in one MTA and terminated to an End User of ELEMENT MOBILE in another MTA.

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1.23 "Local Exchange Carrier (LEC)". Is as Defined in the Act.

1.24 "Local Exchange Routing Guide (LERG)"is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.25 "Mandatory Local Calling Scope" is an arrangement that provides End Users a local calling scope and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic exchange service area, as provided by the Commission.

1.26 "Mid Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed upon POI.

1.27 "MSC or MTSO" means the ELEMENT MOBILE facilities and related equipment that perform the switching for the routing of calls from and among its End Users and other Telecommunications Carrier networks. The MSC is also used to connect and switch trunk circuits within the ELEMENT MOBILE network and between the ELEMENT MOBILE network and the public switched telephone network.

1.28 "MTA" means Major Trading Area as defined by the FCC rules, Part 24.202(a).

1.29 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.30 "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 or 900 code).

1.31 "Party" means either AMHERST or ELEMENT MOBILE, and "Parties" means AMHERST and ELEMENT MOBILE.

1.32 "Point of Interconnection (POI)" means the technically feasible point of demarcation where the exchange of traffic between the Parties takes place. The Point of Interconnection for this Agreement is as provided in Appendix A and shall be within the AMHERST exchange boundary.

1.33 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of telecommunications services.

1.34 "Reciprocal Compensation" means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network of Telecommunications Traffic that originates from the network facilities of the other carrier.

1.35 "Signaling System 7 (SS7)" is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.

1.36 "Telecommunications" is As Defined in the Act.

1.37 "Telecommunications Carrier" is As Defined in the Act.

1.38 "Telecommunications Traffic", consistent with 47CFR 51.701(b)(2), means two-way telecommunications between End Users of AMHERST and ELEMENT MOBILE that at the beginning of the call originates and terminates within the same MTA. A Party that originates Telecommunications Traffic has the obligation and the right under this Agreement to terminate the traffic on the other Party's network.

1.39 "Termination" means the switching of Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's End User.

1.40 "Transiting Traffic" means traffic that originates on one Party's network, "transits" a third party's network substantially unchanged, and Terminates on another party's network. Neither Party shall send any traffic to the other Party for transiting to a third party.

1.41 "Transport" is the transmission and any necessary Tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's End Office Switch, or equivalent facility provided by a carrier other than an incumbent LEC that directly serves the called party.

1.42 "Trunk" means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.

1.43 "Type 2 Service" often referred to as a Trunk Side connection is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections and Appendices are references to Sections of and Appendices to this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of applicable tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be

reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement shall cover the Transport and Termination of Telecommunications Traffic subject to the provisions of Section 4.3 and 4.4 below between AMHERST's network in Wisconsin and the CMRS network of ELEMENT MOBILE.

3.2 This Agreement shall also cover InterMTA Traffic exchanged between the Parties as described in Section 5.4, and 5.6 below.

3.3 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.4 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to Interconnect the CMRS network of ELEMENT MOBILE and the network of AMHERST for purposes of exchanging Telecommunications Traffic, provided that the service provided by ELEMENT MOBILE to its End User is a two-way Mobile Service as defined in 47 U.S.C. 153(27). Traffic associated with paging service is specifically excluded from this Agreement.

3.5 ELEMENT MOBILE represents that it is a CMRS provider of Telecommunications services to subscribers in Wisconsin, and serves End Users with an Operating Company Number (OCN) of 980F in the state of Wisconsin.

3.6 AMHERST represents that it is an ILEC provider of Telecommunications services to subscribers in Wisconsin, and serves End Users with an Operating Company Number (OCN) of 0843.

3.7 The Parties agree that all Telecommunications Traffic that is (a) originated by a ELEMENT MOBILE End User and terminates to a AMHERST End User, or (b) originated by a AMHERST End User and terminates to an ELEMENT MOBILE End User with a telephone number in an NPA-NXX assigned to a Rate Center within the AMHERST End User's Mandatory Local Calling Scope, shall be exchanged via the methods and facilities described in Section 4.0 of this Agreement.

3.8 This Agreement provides for the Transport and Termination of traffic including:

3.8.1 ELEMENT MOBILE to AMHERST Telecommunications Traffic as provided in Section 3.7 (a) above that is:

a. originated on the CMRS network of ELEMENT MOBILE;
b. delivered to the AMHERST network by way of a third party Tandem service provider or over the Direct Interconnection Facilities pursuant to this Agreement; and

c. terminated to the AMHERST End User.

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3.8.3 AMHERST to ELEMENT MOBILE Telecommunications Traffic as provided in Section 3.7 (b) above.

a. originated on the ILEC network of AMHERST;
b. delivered to ELEMENT MOBILE by way of a third party Tandem service provider or over the Direct Interconnection Facilities pursuant to this Agreement; and
c. terminated on the CMRS network of ELEMENT MOBILE.

3.9 This Agreement has no effect on the definition of End User services that either Party offers to its End Users, the services either Party chooses to offer to its respective End Users, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective End Users.

4.0 INTERCONNECTION METHODS AND FACILITIES

4.1 Description of Arrangements. This Agreement provides for the Interconnection arrangements for Transport and Termination of Telecommunications Traffic between the networks of AMHERST and ELEMENT MOBILE specified in this Section. Routing of traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure, as mutually agreed by the Parties.

4.1.1 The Parties agree to establish a single Point of Interconnection as described in Appendix A for the direct and indirect exchange of Telecommunications Traffic between their respective networks.

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4.3 Direct Interconnection. Direct Interconnection Facilities provide a trunk side connection between the Parties networks. ELEMENT MOBILE will have access via a single POI for the termination of all Telecommunications Traffic to AMHERST's network. Type-2B facilities provide the capability to access only subscribers served by that End Office Switch, any AMHERST remote subtending that End Office Switch, or the MSC, as applicable. A two-way final Trunk group may be provisioned by ELEMENT MOBILE or AMHERST, between the AMHERST Amherst, Wisconsin End Office Switch and ELEMENT MOBILE with the Point of Interconnection designated, as provided in Appendix A Section I. Applicable tariff charges for establishing and provisioning this Trunk group are billed to ELEMENT MOBILE, pursuant to Section 5.2 and Appendix A of this Agreement.

4.3.1 Landline to Wireless

4.3.1.1 In the event that AMHERST and ELEMENT MOBILE establish a Type-2B Direct Interconnection, AMHERST shall route in accordance with Section 4.3.1.2 below, all Telecommunications Traffic originated on its network by a AMHERST End User to a ELEMENT MOBILE NPA-NXX associated with the Mandatory Local Calling Scope of the AMHERST End Office Switch from which the Telecommunications Traffic was originated. All landline to mobile IXC calls shall be routed in accordance with Telcordia Traffic Routing Administration instructions.

4.3.1.2 AMHERST shall route the Telecommunications Traffic as defined in Section 4.3.1.1 above, that originates on its network to ELEMENT MOBILE by delivering such Telecommunications Traffic to the POI identified in Appendix A.

4.3.1.3 ELEMENT MOBILE NPA-NXXs, are identified in the LERG. Calls originating on AMHERST network and addressed to ELEMENT MOBILE End Users will be rated by AMHERST in the same way as other calls addressed to End Users maintained by other landline carriers with the same rate points.

4.3.2 Wireless to Landline:

4.3.2.1 In the event that AMHERST and ELEMENT MOBILE establish a Type-2B Direct Interconnection, ELEMENT MOBILE shall route the Telecommunications Traffic that originates on its network to AMHERST by delivering Telecommunications Traffic to the POI identified in Appendix A. All wireless to landline IXC calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

4.3.2.2 ELEMENT MOBILE shall route in accordance with Section 4.3.2.1, above all Telecommunications Traffic originated on its network by a ELEMENT MOBILE End User to a AMHERST NPA-NXX associated with the AMHERST End Office Switch (except to the extent that the Parties agree to apply the InterMTA Traffic factor as set forth in Appendix B).

4.3.2.3 A list of AMHERST NPA-NXXs, are identified in the LERG.

4.3.3 Delivery of Traffic. Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to ELEMENT MOBILE's End Users shall not affect or determine:(i) the services offered by AMHERST or ELEMENT MOBILE, (ii) the services provided to End

Users by either Party; (iii) the rate structure applied to services provided to End Users by either Party; or (iv) the rates charged to End Users by either Party for the services either Party provides to its End Users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS End Users shall not create legal or regulatory obligations for either Party that do not otherwise exist. AMHERST will provide dialing parity to ELEMENT MOBILE's NPA-NXX's in AMHERST's Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act.

4.4 Indirect Interconnection: ELEMENT MOBILE and AMHERST may deliver Telecommunications Traffic as described in Section 3.7 above to the AT&T-Wisconsin Stevens Point, Wisconsin Tandem Switch for delivery as Transiting Traffic to the other Party's End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix B. II. Each Party will be responsible for the Transiting Traffic charges for each Party's originated Telecommunications Traffic. To the extent that ELEMENT MOBILE and a third party Tandem switch service provider, other than AT&T-Wisconsin at Stevens Point, Wisconsin, have entered into or may enter into arrangements for the delivery of ELEMENT MOBILE Telecommunications Traffic to AMHERST for Termination to AMHERST End Users (i.e., traffic that is not covered elsewhere in this Agreement) AMHERST will accept this traffic subject to the compensation arrangements as provided in Appendix B. II.

4.4.1 Landline to Wireless:

Telecommunications Traffic from AMHERST End Users may be routed from the AMHERST End Office Switch to an ELEMENT MOBILE NPA-NXX in the Mandatory Local Calling Scope via a third party Tandem service provider. All landline to wireless IXC calls shall be routed in accordance with the Telcordia's Traffic Routing Administration instructions.

The Parties agree that the exchange of traffic on AMHERST's Mandatory Local Calling Scope routes shall be considered Telecommunications Traffic and compensation for the Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NPA-NXX assigned to ELEMENT MOBILE shall be included in any Mandatory Local Calling Scope or similar program to the same extent as any other NXX maintained by other landline carriers with the same rate points.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on ELEMENT MOBILE's network may be routed from the ELEMENT MOBILE network via a third party Tandem service provider for termination by AMHERST to its End Users, as appropriate. All wireless to landline IXC calls shall

be routed in accordance with Telcordia's Traffic Routing Administration instructions.

4.4.3 Delivery of Traffic:

Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to ELEMENT MOBILE's End Users shall not affect or determine:(i) the services offered by AMHERST or ELEMENT MOBILE, (ii) the services provided to End Users by either Party; (iii) the rate structure applied to services provided to End Users by either Party; or (iv) the rates charged to End Users by either Party for the services either Party provides to its End Users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS End Users shall not create legal or regulatory obligations for either Party that do not otherwise exist. AMHERST will provide dialing parity to ELEMENT MOBILE's NPA-NXX's in AMHERST's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The ELEMENT MOBILE NPA-NXXs, are identified in the LERG. Calls originating on AMHERST network and addressed to ELEMENT MOBILE's network will be rated by AMHERST in the same way as other calls addressed to networks maintained by other landline carriers with the same rate points.

4.4.4 If the traffic volumes between ELEMENT MOBILE and AMHERST delivered by the Tandem switch provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), two times within a 30 day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3

4.4.5 ELEMENT MOBILE will be responsible for all Transiting Traffic charges that are assessed by a third party transit provider on traffic, which originates on ELEMENT MOBILE's network.

4.4.6 AMHERST will be responsible for all Transiting Traffic charges that are assessed by a third party transit provider on traffic, which originates on AMHERST's network.

4.4.7 Neither Party shall deliver traffic destined to terminate at the other Party's End Office Switch via another LEC's End Office Switch.

4.5 The Parties shall have the option to jointly engineer and configure Trunks over the physical Direct Interconnection Facilities as described in Appendix A.I. as follows:

4.5.1 In the event that AMHERST and ELEMENT MOBILE establish a Type-2B Direct Interconnection the Parties shall configure an initial two-way Trunk group as a Direct Interconnection transmission path between the Parties networks.

4.5.2 If the traffic volumes between ELEMENT MOBILE and AMHERST meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), two times within a 30-day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of additional direct trunks.

4.5.3 ELEMENT MOBILE shall provision within industry standards, additional Trunks if necessary as provided in Section 4.5.2. Neither Party can require the other Party to establish unnecessary Trunks.

4.5.4 The network switches of both Parties involved in the provision of Telecommunications Traffic shall be managed in accordance with the applicable industry/Telcordia standards.

4.5.5 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining facilities and logical Trunking on its side of the POI to provide for the Transport and Termination of Telecommunications Traffic consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling

4.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted.

4.6.2 Signaling Parameters. SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing, recording, or billing.

4.6.3 Signaling (CCS/SS7) shall be the signaling of choice for interconnecting Trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks for connecting ELEMENT MOBILE to the AMHERST SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all interchanged traffic irrespective of interconnection methodology.

4.6.4 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network.

5.0 COMPENSATION ARRANGEMENTS

5.1 Telecommunications Traffic

5.1.1 Reciprocal Compensation is applicable for Transport and Termination of Telecommunications Traffic as defined in Section 1.38 and is related to the exchange of traffic described in Section 4.0, as applicable. For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon actual usage recorded, with the exception of indirect traffic described in Section 4.4, where records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. Measured usage begins when the terminating recording switch receives answer supervision from the called End User and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be based on the aggregated measured usage less traffic that is not Telecommunications Traffic.

5.1.2 Subject to the exceptions described in Section 5.1.3 below, each Party shall pay the other Party for Transport and Termination of Telecommunications Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of Telecommunications Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

5.1.3 Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services, ISP traffic, or video services.

5.1.4 ELEMENT MOBILE does not currently provide fixed wireless services in the AMHERST exchange boundaries. ELEMENT MOBILE agrees that it will provide AMHERST prior written notice of its intent to launch fixed wireless services in AMHERST exchange boundaries. Upon AMHERST receipt of such notice, the Parties agree to negotiate an appropriate agreement or an amendment to this Agreement, which will address the exchange of such traffic. In the event that the Parties cannot reach an agreement on the amendment, the dispute will be resolved pursuant to the provisions of Section 14.0.

5.2 Direct Interconnection Facilities. ELEMENT MOBILE may establish and maintain a final two-way Type-2B Direct Interconnection Facilities, as provided in Appendix A, between the AMHERST End Office Switch in Amherst, Wisconsin, and the ELEMENT MOBILE MSC. Any nonrecurring and recurring cost of the two-way Direct Interconnection Facilities between the POI and the ELEMENT MOBILE MSC will be the responsibility of ELEMENT MOBILE. Any non-recurring and recurring monthly costs of the two-way Direct Interconnection Facilities between the AMHERST End Office Switch in Amherst, Wisconsin and the POI will be the respons ibility of AMHERST.

5.3 Non-Recurring Charges. AMHERST will charge ELEMENT MOBILE non-recurring fees as set forth in Appendix A.

5.4 Traffic Distribution. The Parties intend to utilize actual and auditable measurement to identify the quantity of all Telecommunications Traffic pursuant to this Agreement. In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor as stated in Appendix B Section III. The Parties agree that the InterMTA Traffic Factors set forth in Appendix B for the application of terminating access charges to be billed by AMHERST, pursuant to this Agreement may not be amended for a period of time not less than (12) twelve months from the execution date of this Agreement. At the request of either Party thereafter, the factors may be mutually adjusted based on actual traffic studies to determine the respective percentages of Telecommunications Traffic and InterMTA Traffic. The requesting Party will provide supporting documentation, including but not limited to, detailed traffic studies to the other Party before the InterMTA factor will be adjusted. The Parties agree that absent the originating tower site information, the ELEMENT MOBILE originating NPA-NXX shall be used to determine the revised InterMTA Factors. In the event of a dispute regarding the adjustment, if any to the factors, the dispute will be resolved as provided in Section 14.0. Each Party agrees to provide available traffic data in conjunction with any adjustment.

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5.6 InterMTA Traffic Compensation. Parties agree that traffic identified as InterMTA Traffic pursuant to Section 1.21 and 5.4 of this Agreement would be subject to Switched Access Compensation. To the extent that such traffic is not handed off to an IXC, ELEMENT MOBILE shall compensate AMHERST at the InterMTA Rate set forth in Appendix B.

6.0 NOTICE OF CHANGES

6.1 If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both AMHERST and ELEMENT

MOBILE shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.

7.3 Sixty (60) days prior to requesting additional Trunks to the two-way direct Type-2B Direct Interconnection Facilities as provided in Section 4.3, each Party will provide to the other Party a six (6) month, non-binding forecast of its Trunking requirements. Additional forecasting of Trunking requirements will be provided by ELEMENT MOBILE to AMHERST as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible for (i) providing facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network (ii) delivering such traffic to the other Party's network in a mutually acceptable format and (iii) terminating the traffic it receives in that mutually acceptable format to the proper address on its network. Each Party is solely responsible for its participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.5 Neither Party shall use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's End Users, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not be allowed to interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.

7.7 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.8 The exchange of traffic may be temporarily discontinued by a Party upon approval from the Public Service Commission of Wisconsin for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement by such other Party.

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

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

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

7.12 Each Party shall be responsible for its own independent connections to the 911/E911 network.

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

7.14 Each Party shall program and routinely update its End Office Switches and network systems to recognize and route traffic to NXX codes assigned to the other Party. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 The initial term of this Agreement shall be three years from the Effective Date and shall then automatically renew on a year to year basis. The Agreement may be terminated by either Party at the end of the initial term or any renewal term by providing (60) sixty days written notice of termination to the other Party. In the event such notice of termination is provided and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the date of termination, whichever is earlier.

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

(a) each Party shall comply immediately with its obligations as set forth above in Section 8.1.

(b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement.

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

8.3 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination of either Party's authority to provide services. For AMHERST, authority involves the

provision of Telecommunications services. For ELEMENT MOBILE, authority involves the provision of CMRS service under license from the Federal Communications Commission.

8.4 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than thirty (30) days written notice to the nonpaying Party for failure to pay undisputed amounts on the dates or at the times specified for the facilities and services furnished pursuant to this Agreement, and the nonpaying Party does not pay undisputed amounts within thirty (30) days of receipt of the written notice thereof.

8.5 A Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

b) A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

9.1 Except as provided herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

10.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") of such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of the subcontractor performing duties under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

10.1.2 Any claims for libel, slander, infringement of copyright, or other intellectual property rights, arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's End Users; and

10.1.3 Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the claim. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until the Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. An Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be made available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

11.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

11.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct, each Party shall bear, and its obligation shall be limited to, that portion of the resulting loss caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, or contractors.

11.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages. Except to the extent of a Party's willful misconduct or gross negligence, in no event, will either Party's liability to the other Party be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

11.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power failures, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively a "Force Majeure Event").

11.4.1 If a Force Majeure Event should occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with). In the event of such delay, the delayed Party shall perform its obligation at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the affected Party. The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any

steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.0 REGULATORY APPROVAL

13.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. ELEMENT MOBILE authorizes AMHERST to file a copy of the Agreement with the Commission on ELEMENT MOBILE's behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

13.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and unappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act.

13.3 Amendment or Other Changes to the Act: Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's

First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated and amended accordingly to reflect the terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If such Amendment to the Act affects any pricing, rates or charges of the services provided under this Agreement, the Parties agree to mutually negotiate such prices, rates or charges for the service. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section 13.3 and section 14.0, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

14.0 DISPUTE ESCALATION AND RESOLUTION

14.1 Procedures. Unless, otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 14.0. In the event of a dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) business days from the written request appoint a designated representative who has the authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within ninety (90) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

14.2 Billing and Payment; Disputed Amounts

14.2.1 AMHERST and ELEMENT MOBILE shall invoice each other on a monthly basis. Both AMHERST and ELEMENT MOBILE shall pay any invoice, in immediately available U.S. funds, within thirty (30) days from the date of the invoice. There shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.2.2 Neither Party will bill the other Party for previously unbilled charges for Services provided more than two years prior to the current billing date.

14.2.3 AMHERST shall compensate ELEMENT MOBILE for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered by AMHERST to ELEMENT MOBILE for termination to ELEMENT MOBILE's End Users as prescribed and at the rates as provided

in Appendix B. ELEMENT MOBILE will compensate AMHERST for Telecommunications Traffic, subject to Reciprocal Compensation, as provided in Section 5.1, that is delivered to AMHERST for termination to AMHERST's End Users, as prescribed and at the rates and traffic factors provided in Appendix B, and for traffic not subject to Reciprocal Compensation exchanged between ELEMENT MOBILE and AMHERST, as prescribed and at the rates provided in Section 5.6.

14.2.4 ELEMENT MOBILE shall prepare a monthly billing statement to AMHERST, reflecting the calculation of Reciprocal Compensation as provided in Section 5.1 due ELEMENT MOBILE. AMHERST shall prepare a monthly billing statement to ELEMENT MOBILE which will reflect the calculation of Reciprocal Compensation, as provided in Section 5.1, and InterMTA Traffic Compensation as provided in Section 5.6 due AMHERST.

14.2.5 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.2.6 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after the delivery to the Billing Party of the notice of the Disputed Amounts, then either Party may implement the procedures as provided in Section 14.1.

14.2.7 The Parties agree that all negotiations pursuant to this subsection 14.2 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.2.9 If the monthly amounts to be invoiced by AMHERST to ELEMENT MOBILE pursuant to Section 14 and Appendix B of the Agreement, in any month are less that $200.00 AMHERST may accumulate the billing until the billing amounts exceed $200.00.

14.3 Auditing Procedures

14.3.1 Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The audit shall be accomplished during normal business hours, at an office designated by the Party being audited.

Audits may be performed by an independent third party paid for by the Party requesting the Audit. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

14.3.2 Each Party may request copies of the relevant billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

14.3.3 All information provided to the requesting Party under section 14.3.2 shall be treated as Confidential Information as provided in Section 15.4.

15.0 MISCELLANEOUS

15.1 Authorization

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

15.1.2 ELEMENT MOBILE is a limited liability partnership duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is validly registered to do business in the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by AMHERST or ELEMENT MOBILE in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship. Neither this Agreement, nor any actions taken by AMHERST or ELEMENT MOBILE in compliance with this Agreement, shall create a contractual, agency or any other type of relationship or third party liability between AMHERST and End Users or others.

15.4 Confidentiality

15.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the

Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 15.4.2 of this Agreement.

15.4.2 If any Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure, were allowed by law. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

15.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public. Proprietary Information required to be returned, does not include invoices or supporting detail related to charges for exchange of traffic.

15.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

15.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or

similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate within forty-five (45) days upon written request by AMHERST to ELEMENT MOBILE will result in no exemption being available to the purchasing Party.

15.7 Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without notice within 30 days to of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. AMHERST certifies it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f). This Agreement does not affect, and AMHERST does not waive, any rights including, but not limited to, the rights afforded AMHERST under 47 USC 251(f). Similarly this Agreement does not affect, and ELEMENT MOBILE does not concede or waive its right to challenge any aspect of the prior two sentences.

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Attn: Jerry Wilke, COO
Wisconsin RSA #7 Limited Partnership
440 East Grand Ave
PO Box 8020
Wisconsin Rapids, Wisconsin 54495-8020

With a copy to:
Attn: Bill C. Williams
Bell, Gierhart & Moore, S.C.
44 East Mifflin Street, Suite 1000
PO Box 1807
Madison, Wisconsin 53701-1807

To: Rick Letto, General Manager
Amherst Telephone Company
120 Mill Street
P.O. Box 279
Amherst, WI 54406-0279
Phone: 715-824-5529
Fax: 715-824-2050

With a copy to:

Carl Bohman, President
Amherst Telephone Company
120 Mill Street
P.O. Box 279
Amherst, Wisconsin 54406-0279

And to:

Michael L. Theis
Theis Communications Consulting, LLC.
7633 Ganser Way Suite 202
Madison, WI 53719-2092
Phone: 608-829-0271
Fax: 608-829-1754

Billing Notices:
To: Attn: Jerry Wilke, COO
Wisconsin RSA #7 Limited Partnership
440 East Grand Ave
PO Box 8020
Wisconsin Rapids, Wisconsin 54495-8020

To: Rick Letto, General Manager
Amherst Telephone Company
120 Mill Street
P. O. Box 279
Amherst, WI 54406-0279

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing

in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

15.10 Trouble Reporting

15.10.1 In order to facilitate trouble reporting and to coordinate the repair of Direct Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For AMHERST:
Contact Number: (715) 824-5025

For ELEMENT MOBILE:
Contact Number: (715) 818-5400

15.10.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, services and arrangement. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without the other Party's prior written consent.

15.12 Compliance with Law. Nothing in this Agreement shall be construed as requiring or permitting either Party to violate any requirement of Applicable Law.

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

15.14 No Third Party Beneficiaries: Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the

other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

15.15 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.16 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact service or such other period as presented by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.17 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language, to the extent, without materially altering the economic effect of this Agreement on either Party as stated in Section 13.2.

15.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15.19 Entire Agreement. The terms contained in this Agreement and any Appendices, tariffs, other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

15.20 Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

16.0 MOST FAVORED NATION PROVISION.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and its Appendices to be executed by their duly authorized representatives.

Amherst Telephone Company	**Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile**
By: Carl F. Bohman	By:
Date: 11/23/2010	Date: 11/19/10
Printed: Carl Bohman	Printed: JERRY WILKE
Title: President	Title: COO

Appendix A
Interconnection Facilities

I. Direct Interconnection Facilities

a. ELEMENT MOBILE may arrange for and maintain a final two-way Type 2B Direct Interconnection Facilities between the AMHERST End Office Switch in Amherst, WI and the ELEMENT MOBILE Network ("Direct Interconnection Facilities").

b. Point of Interconnection For the exchange of Telecommunications Traffic in accordance with this Agreement, the Parties agree to connect twenty-four (24) Trunks using one (1) DS 1. The Direct Interconnection Facilities between the Amherst End Office Switch and the ELEMENT MOBILE network shall have a POI at the Mid Span Meet between AT&T Wisconsin and AMHERST, located at the V and H coordinates: V 5613 & H 3949. For the indirect exchange of Telecommunication Traffic, the Point of Interconnection shall be the AT&T – Wisconsin Stevens Point, Wisconsin Tandem Switch.

II. Dedicated Facilities and Services

a. Per Applicable AMHERST Access Tariff.

Appendix B

Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for the Transport and Termination of Telecommunications Traffic as follows:

I. Charges for Transport and Termination of Direct Traffic.

a. Combined Transport and Termination Rate (per terminating minute of use) $.0245

b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between AMHERST and ELEMENT MOBILE and applies for all Telecommunications Traffic exchanged via a direct Interconnection Facilities between the Parties pursuant to Section 4.3 of this Agreement, except as described in Section III below.

II. Charges for Transport and Termination of Indirect Traffic

a. Combined Transport and Termination Rate (per terminating minute of use) $.0245

b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between AMHERST and ELEMENT MOBILE and applies for all Telecommunications Traffic exchanged pursuant to Section 4.4 of this Agreement, except as described in Section III below.

III. InterMTA Traffic Factors

The Parties agree to apply an InterMTA Traffic Factor to terminated minutes of use as an estimate of the net InterMTA Traffic being exchanged. The Parties have agreed upon the InterMTA Factors specified below as representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges and is subject to InterMTA Rates. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges. The InterMTA Factor will be multiplied by the total mobile-to-land terminated traffic minutes recorded each month by the AMHERST End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic

Telecommunications Traffic	95.0%
InterMTA Traffic Factor	5.0%

b. Land-to-Mobile Traffic

Telecommunications Traffic	100.0%

InterMTA Traffic Factor	0.0%
c. InterMTA Rate (per terminating minute of use)	$0.050