PSC REF#:173697

Public Service Commission of Wisconsin
RECEIVED: 10/03/12, 9:06:48 AM

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October 1, 2012

Via PSC Electronic Regulatory Filing System

Ms. Sandra Paske, Secretary
Public Service Commission of Wisconsin
Post Office Box 7854
Madison, WI 53707

Re: Application for the Approval of an Interconnection Agreement Between Wittenberg Telephone Company and WW Systems, LLC
Our file: 16220.69436

Dear Ms. Paske:

Wittenberg Telephone Company hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Interconnection Agreement between Wittenberg Telephone Company and WW Systems, LLC (the "Agreement").

I have been authorized by WW Systems, LLC, to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Agreement.

Sincerely,

AXLEY BRYNELSON, LLP

Judd A. Genda

Judd A. Genda

JAG/mgt

Enclosure

cc: Mr. Kenneth Barth (via Electronic Mail)
Mr. Al Mahnke (via Electronic Mail)
Mr. Daniel T. Hardy (via Electronic Mail)

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INTERCONNECTION AGREEMENT

By and Between

Wittenberg Telephone Company

and

WW Systems, LLC

THIS INTERCONNECTION AGREEMENT ("Agreement"), is entered into by and between Wittenberg Telephone Company ("Wittenberg"), a Wisconsin corporation, and WW Systems, LLC, a Wisconsin limited liability company ("Carrier") (Wittenberg and Carrier are each individually referred to as a "Party," and collectively as the "Parties"). This Agreement will be deemed effective as of May 1, 2012 (the "Effective Date").

WHEREAS, Carrier is a Commercial Mobile Radio Service provider licensed by the FCC;

WHEREAS, Wittenberg is an Incumbent Local Exchange Carrier operating in the State of Wisconsin;

WHEREAS, the Parties desire to enter into this Agreement to put in place an arrangement for the mutual exchange and reciprocal compensation of specific traffic exchanged between the Parties' networks and to supersede any previous arrangements between the Parties relating to the Subject Traffic (defined in Section 1.20 below); and,

WHEREAS, the Parties agree that this Agreement will be filed by Wittenberg with the State Commission and will be deemed accepted unless the State Commission rules otherwise.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Any term used in this Agreement that is not specifically defined herein will have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act will be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

1.1. **"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.),** as amended, including the Telecommunications Act of 1996, and as interpreted by the rules and regulations of the FCC.

1.2. **"Commercial Mobile Radio Service"** or **"CMRS"** is defined as in the Act.

1.3. **"Confidential Information"** will have the meaning ascribed in Section 20.

1.4. **"End Office Switch"** or **"End Office"** means Wittenberg's switch to which a telephone customer is connected that actually delivers dial tone to that customer, and also establishes line-to-line, line-to-trunk, and trunk–to-line connections.

1.5. **"FCC"** means the Federal Communications Commission.

1.6. **"InterMTA Traffic"** means: (a) Voice Traffic originated by an end user of Carrier in one MTA and terminated to an end user of Wittenberg in another

MTA; and (b) Voice Traffic originated by an end user of Wittenberg in one MTA and terminated to an end user of Carrier in another MTA.

1.7. **"Interconnection"** is the direct or indirect connection through automatic or manual means (by wire, microwave, or other technologies such as store and forward) to permit the transmission or reception of messages or signals to or from points in the public switched network.

1.8. **"Internet Traffic"** means, for the purpose of this Agreement, all traffic other than Voice Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.

1.9. **"Local Exchange Carrier"** or **"LEC"** means any entity that is engaged in the provision of telephone exchange service or exchange access. Such term does not include an entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term. 47 U.S.C. § 153 (26).

1.10. **"Mandatory Local Calling Scope"** is an arrangement that provides LEC end user customers a local calling scope, Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic exchange service area.

1.11. **"Major Trading Area"** or **"MTA"** means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 3839. 47 C.F.R. §24.202(a).

1.12. **"Mobile Switching Center"** or **"MSC"** means a switching facility that is used by a CMRS provider to perform the switching for the routing of calls between and among its mobile customers and customers using other mobile or landline networks. A Mobile Switching Center is the functional equivalent of a Tandem Switch or End Office Switch.

1.13. **"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).

1.14. **"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 and 900 code).

1.15. **"Point of Interconnection"** or **"POI"** means the agreed upon point of demarcation for the exchange of traffic between the Parties.

1.16. **"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 basic local exchange service. The Rate Center is the exclusive geographic area within which the LEC provides basic local exchange service bearing the particular NPA-NXX designations associated with the specific Rate Center.

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

1.18. **"Service Area"** means the geographic area in which Wittenberg provides local exchange service in the state of Wisconsin. As of the Effective Date, the Service Area includes the Aurora, Florence, Wittenberg, and Spread Eagle exchanges.

1.19. **"State Commission"** means the Public Service Commission of Wisconsin.

1.20. **"Subject Traffic"** means Voice Traffic that is (i) originated by a Carrier end user customer within the MTA and terminated to a Wittenberg end user customer within the same MTA; and (ii) originated by a Wittenberg end user customer within the MTA and terminated to a Carrier end user customer within the Wittenberg end user customer's Mandatory Local Calling Scope.

1.21. **"Tandem"** or **"Tandem Office"** or **"Tandem Switch"** is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, MSCs and other Tandem Switches. A Tandem Switch may be operated by a third-party.

1.22. **"Termination"** means the switching of Subject Traffic at the terminating Carrier's End Office Switch, MSC, or equivalent facility, and delivery of such traffic to the called party's premises.

1.23. **"Transport"** means the transmission and any necessary tandem switching of Subject 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, MSC or equivalent facility provided by a carrier other than an ILEC, that directly serves the called party. The Point of Interconnection may be reached via transit services provided by another carrier.

1.24. **"Voice Traffic"** means voice communications, regardless of technology used, exchanged between the Parties that, at the beginning of the call, originates on one Party's network and terminates on the other Party's network within the same MTA.

2. INTERPRETATION AND CONSTRUCTION

2.1. The terms and conditions of this Agreement are subject to any and all applicable laws, rules or regulations that subsequently may be prescribed by any

federal or state government authority. To the extent required by any such subsequently prescribed law, rule or regulation, the Parties agree to negotiate in good faith to reach agreement and to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with any such law, rule or regulation.

2.2. The headings of the sections of this Agreement are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.3. The Parties acknowledge that some of the services, facilities or arrangements described herein reference certain federal or state tariffs of the Parties. Where this is the case, the Parties hereby incorporate by reference those provisions of any tariff that governs any services, facilities and arrangements provided under this Agreement. If any provisions of this Agreement and any applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provisions contained in this Agreement including the attachments shall prevail.

2.4. The Parties enter this Agreement without prejudice to any position they may take with respect to similar future agreements, including agreements between the Parties, or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory, legal or other public forum addressing any matters including matters related to the rates to be charged for transport and termination of Subject Traffic or the types of arrangements prescribed by this Agreement.

3. INTERCONNECTION

This Agreement sets forth the rights and obligations of each Party to establish Interconnection to enable the exchange of Subject Traffic and certain other specifically described traffic between the networks of both Parties and the rates to be charged for the exchange of such traffic.

3.1. Traffic Exchanged.

3.1.1. Except for such other traffic as may be specifically described herein, the scope of the traffic subject to this Agreement will be limited to that Subject Traffic as defined in Section 1.20 including, but not limited, Subject Traffic that is delivered via a Wittenberg or third party Tandem Switch.

3.1.1.1. For purposes of clarification and without limiting the scope of Section 3.1.1. or any other provisions of this Agreement which address in more detail and with more specificity the

exchange of traffic and the compensation associated therewith, calls exchanged between a Wittenberg NPA-NXX and a Carrier NPA-NXX that has a Rate Center designation that is included within Wittenberg end user customers' Mandatory Local Calling Scope, as defined in Section 1.10 of this Agreement which includes those exchanges with which Wittenberg has EAS and ECC, shall be subject to this Agreement.

3.1.2. Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange services by Wittenberg and to traffic associated with the provision of two-way wireless services by Carrier. Traffic associated with non-CMRS services including one-way paging services of Carrier are specifically excluded from this Agreement. Internet Traffic is excluded from this Agreement.

3.1.3. The Parties will exchange whatever relevant information is reasonably available to them in order to determine whether calls have been properly rated or routed, or as to the continuing accuracy of the Billing Factors agreed to by the Parties and set forth in Attachment II of this Agreement, provided that the Billing Factors agreed to herein shall not be revised more than twice during any twelve-(12) month period. The Billing Factors shall not be revised during the first six (6) months of this Agreement. The Parties agree that absent originating cell site information the originating NPA-NXXs of the calls exchanged between the Parties shall be used in determining a revised InterMTA Percentage. If the Parties cannot agree upon a revised Billing Factor, the Parties shall use the Dispute Resolution procedures under Section 19 of this Agreement.

3.2. <u>Direct Interconnection</u>.

3.2.1. Upon mutual agreement, the Parties may elect to establish a direct two-way connection that provides a high usage route for originating and

terminating of Subject Traffic between the Parties' respective networks.

3.2.2. Facility Costs.

3.2.2.1. Where Carrier's MSC is located within Wittenberg's Service Area, direct interconnection facilities will be ordered between the MSC and the Wittenberg Tandem from Wittenberg and paid for by Carrier. Wittenberg will bill Carrier both nonrecurring and recurring monthly charges for such facilities at the rates set forth in Wittenberg's tariffs for special access, provided that where such facilities are utilized to carry calls originated by both Parties, such charges will be apportioned by the Shared Facility Percentage set forth in Attachment I.

3.2.2.2. Where Carrier's MSC is located outside of Wittenberg's Service Area, direct interconnection facilities will be ordered and paid for by Carrier. Carrier will order facilities within the Service Area from Wittenberg and facilities outside of Wittenberg's Service Area from applicable telecommunications provider(s). In such a situation, the Parties will agree on a Point of Interconnection on the boundary of or within Wittenberg's Service Area, and Carrier shall bear all costs of the facilities between the POI and its MSC, whereas the charges for the facilities between the Wittenberg Tandem and the POI, which shall be determined by Wittenberg's tariffs for special access, will be apportioned between Carrier and Wittenberg based upon the Shared Facility Percentage set forth in Attachment I.

3.2.3. Scope of Traffic.

3.2.3.1. The direct interconnection facilities shall be used only for Wittenberg and Carrier originated Subject Traffic. Notwithstanding, the Parties recognize that some minimal InterMTA Traffic will be permitted to traverse the direct interconnection facilities, which traffic will be compensated at Wittenberg's tariffed Intrastate access rates.

3.2.3.2. Neither Party shall permit third-party-originated traffic to be sent over the direct interconnection facilities. In the event that such third-party-originating traffic is sent over the direct interconnection facilities, the Party that allows such traffic to enter the direct interconnection facilities (the "Default Originating Carrier") shall compensate the other Party as if

the traffic was originated by the Default Originating Carrier, at the applicable rates set forth in this Agreement.

3.2.3.3. All Subject Traffic shall be sent over the direct interconnection facilities for delivery to the other Party. Any traffic that is sent to the other Party indirectly via a third party provider shall be treated as "Default InterMTA Traffic" and subject to the terminating Party's applicable tariffed Intrastate access rates.

3.2.3.4. Notwithstanding Section 3.2.3.3, in the event of a temporary equipment failure, a life-threatening emergency or where there is an overflow because the direct interconnection facilities are at capacity, Subject Traffic may be sent indirectly to the other Party. Where such circumstances exist, the Party originating the traffic shall make commercially reasonable efforts to notify the other Party and to correct the problem. Where the originating Party is working diligently to correct the problem, such indirect transit traffic will not be treated as Default InterMTA Traffic subject to the terminating Party's tariffed Intrastate access rates, but rather will be subject to the Reciprocal Compensation Termination End Office Rate set forth in Attachment I.

3.2.3.4.1. In the event that the Parties have established a direct interconnection pursuant to Section 3.2.1, and Subject Traffic is routed indirectly by both Parties pursuant to Section 3.2.3.4, and Carrier is unable to measure the amount of Subject Traffic terminated by Wittenberg, Carrier may use the Shared Facility Percentages set forth in Attachment I to estimate for billing purposes the number of Wittenberg-originated minutes of Subject Traffic terminated to Carrier. In calculating compensation due it for terminating Wittenberg-originated Subject Traffic, Carrier shall: (i) multiply the total number of minutes of non-IXC delivered indirectly routed Carrier-originated traffic as determined by the usage records under Section 4.3 by (1 minus the InterMTA Percentage); (ii) divide the result by the Carrier Shared Facility Percentage; (iii) multiply the result by the Wittenberg Shared Facility Percentage; and (iv) multiply the result by the Reciprocal Compensation Termination End Office Rate set forth in Attachment I.

3.3. Indirect Interconnection. The Parties have agreed to deliver Subject Traffic to one another by way of Frontier North, Inc.'s Tandem Switch located in Wausau, Wisconsin. Carrier shall be responsible for all third party charges for transport outside of Wittenberg's Service Area including, but not limited to, any transit charges assessed by the Tandem provider.

3.3.1. In the event that Carrier is unable to measure the amount of Subject Traffic terminated by Wittenberg, Carrier may use the Shared Facility Percentages set forth in Attachment I to estimate for billing purposes the number of Wittenberg-originated minutes of Subject Traffic terminated to Carrier. In calculating compensation due it for terminating Wittenberg-originated Subject Traffic, Carrier shall: (i) multiply the total number of minutes of non-IXC delivered indirectly routed Carrier-originated traffic as determined by the usage records under Section 4.3 by (1 minus the InterMTA Percentage); (ii) divide the result by the Carrier Shared Facility Percentage; (iii) multiply the result by the Wittenberg Shared Facility Percentage; and (iv) multiply the result by the Reciprocal Compensation Termination End Office Rate set forth in Attachment I.

3.4. General Provisions. Each Party will construct, equip, maintain, and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time to time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. If a Party makes a change in its network that may materially affect the inter-operability of its network with the other Party, the Party making the change must provide at least ninety (90) days' advance written notice of the nature of the changes and when the change will occur.

3.5. LERG Updates. It will be the responsibility of each Party to program and update its own switches and network systems according to the Local Exchange Routing Guide ("LERG") and industry guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party will impose any fees or charges whatsoever on the other Party for such activities. It is not intended that the enactment of this Agreement will alter the current routing of non-Subject Traffic.

3.6. Dialing Parity. For purposes of appropriately applying LEC toll charges to its end user customers, Wittenberg will utilize Rate Centers published in the LERG for Carrier NPA-NXX codes. Calls to such NPA-NXXs will be rated in the same way as calls by Wittenberg's customers to other NPA-NXXs with the same Rate Center designation. Wittenberg's customers will not be required to dial more digits to access Carrier's customers than would be required to access landline customers with numbers in the same Rate Center.

3.7. Common Channel Signaling. SS7 Out of Band Signaling (CCS/SS7) will be the signaling of choice where technically feasible for both Parties. Each Party shall be responsible for its own SS7 messaging costs and charges. Each Party will provide SS7 signaling parameters for all originating traffic including, but not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN") and similar industry standard traffic elements necessary for routing, recording or billing, in order that the terminating Party can properly identify the telephone number associated with a Carrier end user customer placing the call. The originating party will not be responsible if information required to be included with originating traffic under this Section 3.7 is blocked by an intermediate carrier.

3.8. Wittenberg Expansion. Prior to providing local exchange service in additional exchanges, Wittenberg shall provide notice to Carrier and the Parties shall amend the Agreement as necessary to address the exchange of traffic to such new exchange(s).

4. RATES AND CHARGES

4.1. General Provisions. Except as otherwise set forth in this Agreement, the Parties agree to compensate one another for the Transport and Termination of Subject Traffic at the applicable rates set forth in Section A of Attachment I, and at Wittenberg's Intrastate access tariff rates for Carrier-originated InterMTA Traffic for which Wittenberg has not otherwise been compensated at Wittenberg's applicable access rates.

4.2. Network Usage. Except as otherwise set forth in Section 3.2.3.3 of this Agreement, the Parties agree to compensate each other reciprocally and at symmetrical rates for Subject Traffic terminating on the network of one Party that originates on the other Party's network, regardless of whether such traffic is delivered directly or indirectly to the terminating Party.

4.3. Usage Records. Each Party may bill the other Party under this Agreement based on records generated by their own equipment or, where Subject Traffic has been transited through a third party, from transit or similar reports generated by such third party (provided the Parties' do not generate records with their own equipment regarding the termination of traffic). The Parties agree to exchange (subject to the confidentiality provisions hereof) such relevant traffic data as may be available to either Party.

4.4. InterMTA Traffic. The Parties agree that Carrier-originated InterMTA traffic will be subject to Wittenberg's tariffed Intrastate access rates.

4.5. InterMTA Percentage. The Parties agree that in the absence of detailed billing records, the Parties will use the InterMTA Percentage set forth in Attachment I as a fair estimate of the amount of Carrier originated non-IXC delivered InterMTA Traffic exchanged between the Parties. The Parties explicitly

recognize that the InterMTA Percentage provided in this Agreement is based on the specific network configurations of the Parties. Notwithstanding the foregoing, if technically feasible, the Parties will measure the amount of Carrier originated non-IXC delivered InterMTA Traffic and Carrier will compensate Wittenberg based on the actual level of Carrier originated non-IXC delivered InterMTA Traffic, rather than the InterMTA Percentage.

4.5.1. Where actual records of Carrier originated non-IXC delivered InterMTA Traffic are not available, compensation for the termination of such InterMTA Traffic will be calculated as follows: (1) subtracting any Default InterMTA Traffic from the total number of minutes of non-IXC delivered Carrier originated traffic; (ii) multiplying the result by the InterMTA Percentage set forth in Attachment I; and (iii) multiplying the result by Wittenberg's tariffed Intrastate access rate.

5. BILLING AND PAYMENT OF CHARGES

5.1. Bill Exchange.

5.1.1. Format. Wittenberg and Carrier will prepare bills based on the usage records designated in Section 4.3 of this Agreement. In the case of data loss or errors in the records provided, the Parties agree that either Party will bill based on estimated usage calculated as an average of the preceding three months' bills where actual billing data was available.

5.1.2. Timing. The Parties will render bills monthly or quarterly as mutually agreed or as permitted in Section 5.1.3. Non-recurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and network usage will be billed in arrears. All bills will be due thirty-five (35) days after the bill date (the "Due Date"). In the event that a bill is issued for less than $100.00, the billed Party may withhold payment to the billing Party, without being subject to late payment charges under Section 6, until such time as the billed Party receives an invoice in an amount equal to or

more than $100.00, whereupon payment shall be due thirty-five (35) days after the bill date (i.e., the Due Date).

5.1.3. De Minimis Traffic. Where the Subject Traffic exchanged between the Parties is less than five thousand (5,000) minutes per month, either Party may elect to bill the other Party on a quarterly, rather than monthly, basis.

5.2. Billing Disputes. The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to either Party under this Agreement is subject to a dispute between the Parties, the Party that disputes the amount ("Disputing Party") will, no later than the Due Date of the invoice containing such disputed amount, give notice to the other Party ("Billing Party") of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item and the name of an individual with authority to resolve the dispute, which will serve as notice pursuant to Section 19.1 to commence good faith negotiations to informally resolve the dispute. The Disputing Party will pay when due all undisputed amounts to the Billing Party. If the Disputed Amount is resolved in favor of the Billing Party, the Disputing Party will thereafter pay the Disputed Amount with appropriate late charges (see Section 6 of this Agreement), if applicable, upon final determination of such dispute.

5.3. Taxes. The billing Party will charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent that the billed Party notifies the billing Party and provides appropriate documentation that it qualifies for a full or partial exemption.

6. LATE PAYMENT CHARGES

If any undisputed amount due on a billing statement is not received on the payment Due Date, then the billing Party may charge, and the billed Party agrees to pay interest on the past due balance at a rate equal to one percent (1%) per month or the maximum non-usurious rate of interest under applicable law, whichever is less. Unless otherwise agreed to by the Parties, late payment charges shall automatically be applied to all unpaid, past due and undisputed amounts.

7. AUDITS

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve- (12) month period to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement over the previous twelve (12) months. Any audit will be performed as follows: (a) following at least thirty (30) days' prior written notice to the audited Party, but within sixty

(60) days of said notice, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the audited Party's local place of business or other mutually agreeable location, or at the option of the audited Party provided there is no additional cost to the auditing Party, the audited Party may provide the auditing Party an electronic copy, in a mutually agreeable format, or a hard copy of all books, records, data and information required by the auditing Party to perform the audit, (d) at the auditing Party's sole expense, (e) in a manner that is reasonable in scope and duration, (f) in a manner so as not to interfere with the audited Party's business operations, and (g) in compliance with the audited Party's security rules.

8. IMPAIRMENT OF SERVICE

8.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party that are connected with the circuits, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair the service provided over any facilities of the other Party, its affiliated companies, or its connecting carriers involved in providing its services. Neither will the characteristics and methods of operation of the same circuits, facilities or equipment cause damage to the other Party's network, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities, or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

8.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") will promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue, for the duration of the Impairment of Service, the use of the affected circuits, facilities, or equipment.

9. TROUBLE REPORTING

9.1. In order to facilitate trouble reporting and to coordinate the repair of Interconnection facilities, trunks, and other Interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party will call the other Party at these respective telephone numbers to report trouble with Interconnection facilities, trunks, and other Interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution. 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 arrangements. Each Party will use commercially reasonable efforts

to cooperate with the other in resolving trouble reports, and will act on such trouble reports no less expeditiously than it would act on such reports from other telecommunications carriers, or from within its own network. Each Party will advise the other of any critical nature of the inoperative facilities, services, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will use its best efforts to expedite the clearance of trouble.

9.2. 24 Hour Network Management Contact:

For Wittenberg:

Contact Number: (715) 253-2111

For Carrier:

Contact Number: (715) 253-2111

10. TERM AND TERMINATION

10.1. This Agreement will take effect as of the Effective Date and have an initial term of two (2) years, unless earlier terminated as provided for in this Agreement. After the initial term, the Agreement shall continue in effect until terminated by either Party upon no less than ninety (90) days' prior written notice to the other Party.

10.2. Notwithstanding Section 10.1, this Agreement will be terminated in the event that:

10.2.1. the FCC revokes, cancels, does not renew or otherwise terminates Carrier's authorization to provide CMRS in the same MTA as that served by Wittenberg, or the State Commission revokes, cancels, or otherwise terminates Wittenberg's certification to provide local exchange service; or

10.2.2. either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.

10.3. Either Party will have the right to terminate this Agreement at any time upon written notice to the other Party in the event:

10.3.1. a Party is in arrears in the payment of any undisputed amount due under this Agreement and the Party does not pay such sums within thirty (30) days of the other Party's written demand for payment;

10.3.2. a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party provides written notice to the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

10.4. Upon expiration or termination of this Agreement pursuant to Section 10.1, either Party may make a written request that services continue to be provided pursuant to the terms of this Agreement during the negotiation of a successor agreement. In the event such a request is made, the same terms, conditions, and prices set forth in this Agreement will continue in effect, as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing in good faith without impasse until this Agreement has been replaced by a new agreement.

11. LIABILITY UPON TERMINATION

Termination of this Agreement, or any part hereof, for any cause will not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues with respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

12. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" will include future amendments, modifications, and supplements.

13. ASSIGNMENT

13.1. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent will not be unreasonably withheld, will be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities, and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification to the other Party. The

effectiveness of an assignment will be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

13.2. Nothing in this Agreement will prohibit either Party from enlarging its network whether through new construction, acquisition of or consolidation with existing systems, or by assuming management responsibilities for other providers. Traffic originated or terminated on such extended networks is subject to the terms and conditions of this Agreement. Prior to exchanging traffic over its enlarged network, a Party shall provide the other Party with notice, which shall include any entity names, OCNs, ACNAs, IntraMTA NPA-NXXs and such other relevant information necessary for the exchange of traffic between the Parties and the administration of this Agreement over the enlarged network.

13.3. Either Party may enter into subcontracts with third parties or affiliates for the performance of any of its duties or obligations under this Agreement.

13.4. This Agreement does not provide any person not a Party, assignee, or successor to this Agreement and will not be construed to provide any such third party with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to this Agreement.

14. FORCE MAJEURE

Except for the obligation to make payments pursuant to this Agreement, in the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, terrorist acts, embargo, acts of the government in its sovereign capacity, work stoppages, equipment failure, power outages, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (a "Force Majeure Event"), the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with, on a day-to-day basis until the delay, restriction, or interference has ceased); provided, however, that the affected Party will use diligent efforts to avoid or remove such causes of nonperformance and shall do so in a non-discriminatory manner and both Parties will proceed to perform whenever such causes are removed or cease. In the event that the affected Party is able to partially perform its obligations, it shall perform its obligations to the other Party at a performance level no less than the performance level that the affected Party uses for its own operations.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the Act and the State Commission's and FCC's applicable rules and regulations as amended, except insofar as Wisconsin State law may control any aspect of this Agreement, in which case the domestic laws of the State of Wisconsin, without regard to its conflict of laws principles, will govern.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

The persons implementing this Agreement on behalf of each Party will be solely that Party's employees or contractors and will be under the sole and exclusive direction and control of that Party. They will not be considered employees or agents of the other Party for any purpose. Each Party will remain an independent contractor with respect to the other and will be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages. Each Party will also be responsible for its own expenses involved in all activities related to the subject of this Agreement and for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, and federal and state withholding. Each Party will, consistent with Section 17, indemnify, defend and hold harmless the other Party for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

17. INDEMNIFICATION

17.1. Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorneys' fees) to third parties, relating to or arising out of or as a result of the actions or failure to act, or violations of applicable law by the Indemnifying Party, its employees, agents, or contractors in relation to this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

17.2. The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.

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

undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Party refuses such settlement or judgment, the Indemnified Party shall, at its own cost and expense, take over the defense against the third party claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Party against, the third party claim for any amounts in excess of such refused settlement or judgment.

18. LIMITATION OF LIABILITY

18.1. No liability will attach to either Party, its parents, subsidiaries, affiliates, agents, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.

18.2. No Party will be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, contractors or others acting in aid or concert with that Party, except in the case of willful misconduct.

18.3. No Party will be liable to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) an Indemnifying Party's obligation under Section 17 to indemnify, defend and hold the Indemnified Party harmless, or (ii) a Party's liability to the other for willful misconduct.

18.4. DISCLAIMER.

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE OR CUSTOMER WITH RESPECT TO SERVICES OR FACILITIES PROVIDED HEREUNDER. NEITHER PARTY GUARANTEES NOR WARRANTS ERROR-FREE OR INTERRUPTION-FREE SERVICE. NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE COMMUNICATIONS, DATA OR INFORMATION EXCHANGED BETWEEN THE PARTIES' CUSTOMERS. This provision will not serve to eliminate, or otherwise

limit, any quality of service obligations imposed on either Party pursuant to applicable FCC or State Commission rules.

19. DISPUTE RESOLUTION

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures.

19.1. Informal Resolution of Dispute. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or the enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. To initiate such negotiations, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged non-performance and the name of an individual with authority to resolve the dispute who will serve as the initiating Party's representative in the negotiations. The other Party shall have ten (10) business days to designate its own representative with authority to resolve the dispute in the negotiations. The Parties' representatives shall meet at least once within thirty (30) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures to assist in the negotiations.

19.2. Formal Resolution of Dispute. If the Parties have been unable to resolve the dispute within sixty (60) days of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the State Commission, the FCC or a court of competent jurisdiction.

19.3. Continuous Service. The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations in accordance with this Agreement, except such obligation of continuous service will not extend past the termination date of the Agreement if terminated by a Party pursuant to Section 10.

20. CONFIDENTIAL INFORMATION

20.1. During the exercise and fulfillment of the Parties' obligations under this Agreement, it may become necessary for the Parties to disclose proprietary or confidential information to one another. Any information of one Party (a "Disclosing Party") that it furnished or made available or otherwise disclosed to the other Party, its employees, contractors, or agents (a "Receiving Party") regardless of form pursuant to this Agreement ("Confidential Information") will be deemed the property of the Disclosing Party. Confidential Information, if written, will be clearly and conspicuously marked "Confidential" or

"Proprietary" or other similar notice, and if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within one (I) day after disclosure except that the following information will be deemed Confidential Information, whether or not marked as such: oral or written negotiations, orders for services, and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Confidential 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 rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information, or is independently developed by the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) will be held in confidence by each Receiving Party; (ii) will be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill the Receiving Party's obligations under, or enforcement of, this Agreement and will be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties.

20.2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek appropriate relief from all or part of such requirement. The Receiving Party will use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party will return to the other Party or destroy all Confidential Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, except for (i) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (ii) one copy for archival purposes only. Each Party will use 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.

21. NOTICES

Any notice to a Party required or permitted under this Agreement will be in writing and will be deemed to have been received: (a) on the date of service if served personally; (b) on the date stated on the receipt if delivered by certified or registered U.S. mail, return receipt requested, postage prepaid; or (c) on the next business day if sent by overnight courier service that provides confirmation of delivery. Any notice will be delivered using one of the alternatives mentioned in this Section and will be directed to the applicable address indicated below:

If to Wittenberg:

Wittenberg Telephone Company
104 West Walker Street
P.O. Box 160
Wittenberg, WI 54499
Attn: Al Mahnke

With copy to:

Axley Brynelson, LLP
2 East Mifflin Street, Ste. 200
P.O. Box 1767
Madison, WI 53701-1767
Attn: Judd A. Genda

If to Carrier:

WW Systems, LLC
104 West Walker Street
P.O. Box 160
Wittenberg, WI 54499
Attn: Al Mahnke

With copy to:

Axley Brynelson, LLP
2 East Mifflin Street, Ste. 200
P.O. Box 1767
Madison, WI 53701-1767
Attn: Judd A. Genda

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving prior written notice to the other Party pursuant to this Section 21.

22. INVOICES AND BILLING INQUIRES

22.1. Invoices should be sent to the following addresses:

If to Wittenberg:

Wittenberg Telephone Company
104 West Walker Street
P.O. Box 160
Wittenberg, WI 54499
Attn: Al Mahnke

If to Carrier:

WW Systems, LLC
104 West Walker Street
P.O. Box 160
Wittenberg, WI 54499
Attn: Al Mahnke

22.2. Billing inquires should be made to:

If to Wittenberg:
(715) 253-2112
(Attn: Al Mahnke)

If to Carrier:
(715) 253-2112
(Attn: Al Mahnke)

22.3. Either Party may unilaterally change its address for sending invoices and contact for billing inquires by giving prior written notice to the other Party pursuant to Section 21.

23. 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 will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

24. JOINT WORK PRODUCT

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

25. SURVIVAL

The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement (e.g., Section 17 Indemnification and Section 20 Confidential Information) will survive the termination or expiration of this Agreement.

26. PUBLICITY

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

27. ENTIRETY

This Agreement and the Attachments referenced herein constitute the entire agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter hereof. No representations, modifications, understandings, agreements or waivers of any provisions contained herein will be binding upon the Parties unless evidenced in writing signed by duly authorized representatives of both Parties.

28. BINDING EFFECT; AUTHORITY

This Agreement will become binding upon and inure to the benefit of both Parties, their successors, and permitted assigns upon signature by both Parties, whose signatures will

represent and warrant that the individual signing has sufficient authority to bind the Party on whose behalf the individual signs.

29. COUNTERPARTS

This Agreement may be executed in separate parts, which together will constitute a single, integrated Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Wittenberg Telephone Company

By: _____

Name: Al Mahnke

Title: CEO

WW Systems, LLC

By: _____

Name: Al Mahnke

Title: CEO

ATTACHMENT I

A. Rates

	Per Terminating Minute of Use
Reciprocal Compensation Termination End Office Rate	$0.0245[1]

B. Billing Factors

InterMTA Percentage:	5%
Interstate:	0%
Intrastate:	100%
Shared Facility Percentage	
Carrier:	70%
Wittenberg:	30%

[1]Notwithstanding anything in this Agreement to the contrary, for so long as the provision in the USF/ICC Transformation Order (defined below) requiring all non-access Intra-MTA traffic to be exchanged as bill-and-keep, the Subject Traffic exchanged under this Agreement shall be exchanged under a bill-and-keep reciprocal compensation arrangement. At such time as the provision in the USF/ICC Transformation Order (defined below) requiring all non-access Intra-MTA traffic to be exchanged as bill-and-keep is reversed, overturned, vacated, or caused to no longer have legal effect by a court of competent jurisdiction or the FCC, the rate set forth in this Agreement shall immediately be applicable without need for further action by the Parties. The "USF/ICC Transformation Order" shall mean: *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform — Mobility Fund,* WC Docket No. 10-90, ON Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rd. Dec. 23, 2011).