



Richard T. Howell
Area Manager – Regulatory Relations

PSC REF#: 238905

AT&T
208 S. Akard St.
#2510.02
Dallas, TX 75202
T: (214) 757-8099
F: (214) 746-2232
rh2514@att.com
www.att.com

Public Service Commission of Wisconsin
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June 19, 2015

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Big River Telephone Company, LLC

Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Big River Telephone Company, LLC hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Big River Telephone Company, LLC.

I have been authorized by Big River Telephone Company, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

Big River Telephone Company, LLC
John Jennings
CFO
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
Telephone #: (314) 225-2202
jjennings@bigrivertelephone.com

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AGREEMENT

BETWEEN

WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIG RIVER TELEPHONE COMPANY, LLC



Signature: eSigned - Gerard J. Howe

Signature: eSigned - William A. Bockelman

Name: eSigned - Gerard J. Howe
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: CEO
 (Print or Type)

Title: Director
 (Print or Type)

Date: 22 Apr 2015

Date: 22 Apr 2015

Big River Telephone Company, LLC

Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by
 AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
WISCONSIN	8768	418H	415H

Description	ACNA Code(s)
ACNA(s)	LGD

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ALL TRAFFIC
by and between
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
and
BIG RIVER TELEPHONE COMPANY, LLC**

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Pricing Sheet

TRAFFIC TERMINATION AGREEMENT

This Traffic Termination Agreement ("Agreement") is by and between one or more of the AT&T Inc.-owned incumbent local exchange carriers "ILECs": **Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, and Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and/or AT&T TEXAS and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN** (collectively "AT&T") (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Big River Telephone Company, LLC (a Delaware corporation) ("OE-LEC") (referred to jointly as the "Parties" or separately as a "Party").

WHEREAS, for purposes of this Agreement, OE-LEC is providing telecommunications services in one or more local exchange areas served by one or more non-AT&T ILECs that share mandatory or optional local calling with an AT&T ILEC; and

WHEREAS, for purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver; and all such traffic either (a) originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T End User, or (b) originates from an AT&T End User and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area; and

WHEREAS, for the purposes of this Agreement, OE-LEC intends to provide telecommunications services outside of AT&T incumbent local exchange areas and desires to interconnect its network with an AT&T ILEC's network(s); and

WHEREAS, this Agreement is entered into pursuant to Section 251 of the Act; and

WHEREAS, Agreement shall apply only to the exchange and termination of traffic between the Parties in the specific geographic areas in the state of Wisconsin; and

NOW, THEREFORE, AT&T and OE-LEC hereby agree as follows:

1.0 Definitions

Except as otherwise specified herein, the definitions set forth below in this Section shall apply to all Sections and/or Appendices contained in this Agreement. To the extent that there may be any conflict between a definition set forth in this Section and any language in another Section or Appendix, the language set forth in such other Section or Appendix shall control with respect to that Section or Appendix.

- 1.1 "Access Carrier Name Abbreviation" (ACNA) is a three-digit alpha code used for billing and identification of a Telecommunications Carrier that is typically assigned by Telcordia.
- 1.2 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.5 "**AT&T Inc.**" (**AT&T**) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS**, Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA**, Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN**, Nevada Bell Telephone Company d/b/a **AT&T NEVADA** and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a **AT&T OHIO**, Pacific Bell Telephone Company d/b/a **AT&T CALIFORNIA**, Southwestern Bell Telephone Company d/b/a **AT&T ARKANSAS**, **AT&T KANSAS**, **AT&T MISSOURI**, **AT&T OKLAHOMA** and/or **AT&T TEXAS**, and/or Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN**.
- 1.6 INTENTIONALLY OMITTED
- 1.7 INTENTIONALLY OMITTED
- 1.8 INTENTIONALLY OMITTED
- 1.9 INTENTIONALLY OMITTED
- 1.10 INTENTIONALLY OMITTED
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- 1.18 INTENTIONALLY OMITTED
- 1.19 INTENTIONALLY OMITTED
- 1.20 INTENTIONALLY OMITTED
- 1.21 "**AT&T WISCONSIN**" - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN** (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.22 "Automated Message Accounting" (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

- 1.23 "Automatic Number Identification" (ANI) means the number transmitted through the network identifying the calling party.
- 1.24 "Business Day" means Monday through Friday, excluding holidays on which AT&T WISCONSIN does not provision new retail services and products.
- 1.25 "Calling Party Number" (CPN) means a Signaling System 7 ("SS7") parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.26 "Central Office Switch" (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.26.1 "End Office Switch" or "End Office" is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.26.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.27 "Change in Control" means the (a) consolidation or merger of the OE-LEC with or into an unaffiliated entity, or (b) sale, transfer or other disposition of all or substantially all of the assets of the OE-LEC to an unaffiliated entity, or (c) acquisition by any entity, group or entities acting in concert, of outstanding voting securities or partnership interests of OE-LEC which give such entity or group of entities Control over OE-LEC.
- 1.28 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.29 "Commission" means
- 1.29.1 INTENTIONALLY OMITTED
- 1.29.2 INTENTIONALLY OMITTED
- 1.29.3 INTENTIONALLY OMITTED
- 1.29.4 INTENTIONALLY OMITTED
- 1.29.5 INTENTIONALLY OMITTED
- 1.29.6 INTENTIONALLY OMITTED
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- 1.29.9 INTENTIONALLY OMITTED
- 1.29.10 INTENTIONALLY OMITTED
- 1.29.11 INTENTIONALLY OMITTED
- 1.29.12 the Public Service Commission of Wisconsin (PSC-WI).
- 1.30 "Common Channel Signaling" (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed to by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.31 "Common Language Location Identifier" (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 1.32 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 1.33 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests) by contract or otherwise.
- 1.34 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.34.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.34.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.34.3 any Force Majeure Event.
- 1.35 "EAS" is a generic term applied to locally dialed calls originated by one Party's End Users and terminated to the other Party's End Users. These can be classified as either local mandatory EAS, optional one-way EAS, or optional two-way EAS. EAS generically applies to all expanded calling plan names referenced in the ILEC's applicable Local, General, or EAS Tariffs, such as EMS, EACS, ECC and Local Plus.
- 1.36 "Electronic File Transfer" is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.37 "End Users" means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.38 "Enhanced Service Provider" (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.39 "Exchange Access" is as defined in the Act.
- 1.40 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.41 "Exchange Service" means Telephone Exchange Service, as Defined in the Act.
- 1.42 "Feature Group A" (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.43 "Feature Group D" (FG-D) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.44 "FCC" means the Federal Communications Commission.
- 1.45 "Foreign Exchange (FX)" services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. "FX Telephone Numbers" are those telephone numbers with rating and routing points that are different from those of the geographic area in which the end users to which the telephone numbers are assigned are physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two (2) types of FX services:
- 1.45.1 "**Dedicated FX Traffic**" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the subscribing End User physically located in one exchange to be assigned telephone numbers resident in the

serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in that "foreign" exchange.

- 1.45.2 **"Virtual Foreign Exchange (FX) Traffic"** and **"FX-type Traffic"** shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office physically located within their mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 1.46 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.47 "Internet Service Provider" (ISP) is an Enhanced Service Provider that provides Internet Services and is defined in Paragraph 341 of the FCC's First Report and Order in CC Docket 97-158.
- 1.48 "Incumbent Local Exchange Carrier" (ILEC) is as defined in the Act.
- 1.49 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.50 "Interconnection" is as defined in the Act.
- 1.51 "Interexchange Carrier" (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.52 "InterLATA" is as defined in the Act.
- 1.53 "IntraLATA Toll Traffic" means the IntraLATA traffic between two (2) locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.54 "ISP-Bound Traffic" shall mean telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean exchanged between OE-LEC and **AT&T WISCONSIN** in which the originating End User of one Party and the ISP served by the other Party are both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 1.55 "Local Access Transport Area" (LATA) is as defined in the Act.
- 1.56 "Local Calls" are calls where the originating End User of one Party and the terminating End User of the other Party are both physically located within the same common local mandatory calling area.
- 1.57 "Local Exchange Carrier" (LEC) is as defined in the Act.
- 1.58 "Local Exchange Routing Guide" (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.59 "Local Mandatory EAS Calls" for purposes of intercarrier compensation, is local traffic where all calls are within the same common mandatory calling area, (i.e., within the same or different **AT&T WISCONSIN** Exchange(s) that participate in the same common mandatory calling area approved by the applicable Commission). Local Calls must actually originate and actually terminate to parties physically located within the common mandatory calling area.

- 1.60 "Local Number Portability" means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.61 "Location Routing Number" (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.62 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.63 "Mandatory Calling Area" means an arrangement that requires end users to subscribe to a local calling area beyond their basic exchange.
- 1.64 "Meet-Point Billing" (MPB) refers to the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.65 "Minutes of Use" (MOU) means the conversation minutes between the originating and terminating end users.
- 1.66 "Mutual Compensation" is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.
- 1.67 "North American Numbering Plan" (NANP) is a numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three-digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.68 "Numbering Plan Area" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic:
- 1.68.1 Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area.
- 1.68.2 Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).
- 1.69 "Number Portability" is as defined in the Act.
- 1.70 "NXX" or "Central Office Code" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.71 "Operating Company Number" (OCN) is a number typically assigned to a Telecommunications Carrier by the National Exchange Carrier Association (NECA).
- 1.72 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under applicable law, an unincorporated organization or any Governmental Authority.
- 1.73 "Point of Interconnection" (POI) is a point on the **AT&T WISCONSIN** network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 1.74 "Private Line Services" include private line-like and special access services and are not subject to reciprocal compensation. Private Line Services are defined as dedicated telecommunications channels provided between two (2) points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines, frame relay, ATM, and DSL.
- 1.75 "Rate Center Area" means the following in each applicable area:

- 1.75.1 **AT&T WISCONSIN:** "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.75.2 INTENTIONALLY OMITTED
- 1.75.3 INTENTIONALLY OMITTED
- 1.75.4 INTENTIONALLY OMITTED
- 1.76 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.77 "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 1.78 "Serving Wire Center" The wire center from which service is provided to the End User.
- 1.79 "Signaling System 7" (SS7) means a signaling protocol used by the CCS Network.
- 1.80 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.81 "Telcordia Technologies" - Formally known as Bellcore, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.82 "Telecommunications" is as defined in the Act.
- 1.83 "Telecommunications Carrier" is as defined in the Act.
- 1.84 "Telecommunications Service" is as defined in the Act.
- 1.85 "Telephone Exchange Service" is as defined in the Act.
- 1.86 "Telephone Toll Service" is as defined in the Act.
- 1.87 "Third Party" means any Person other than a Party.
- 1.88 "Trunk" means a communication line between two (2) switching systems.
- 1.89 "Undefined Terms" - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their usage in the telecommunications industry as of the effective date of this Agreement, or absent such usage, the common meaning.
- 1.90 "Wire Center" means the location where the carrier terminates local lines, with the necessary testing facilities to maintain them. A wire center may have one or several local switches.
- 1.91 "Wireless Service Provider" (WSP) means a radio common carrier provider of domestic public wireless or wireless telecommunication service, as defined in Part 2, Subpart H or Part 24, of the FCC Rules and Regulations.

2.0 Network Management

- 2.1 The Parties will cooperate in good faith to implement this Agreement. The Parties will exchange appropriate information (including, without limitation, maintenance contact numbers, network information, and information

required to comply with law enforcement and other security agencies of the Government, escalation processes) as appropriate to complete implementation.

- 2.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are considered acceptable when End Users are able to establish connections with little or no delay. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 2.3 Either Party may implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively block traffic over its network, including traffic destined for the other Party's network, when required to protect the public switched network from congestion as a result of facility failures, switch congestion or failure, focused overload or other unanticipated conditions. Each Party shall notify the other Party of any protective control action planned or executed as soon as practicable.
- 2.4 Either Party may reroute originating or terminating traffic temporarily to relieve network congestion due to facility failures or abnormal calling patterns. Rerouting shall not be used to circumvent normal trunk maintenance or augmentation. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 2.5 Each Party will share information regarding anticipated mass calling events or other conditions that may cause temporary increases in call volumes that may affect the other Party's network, and the Parties shall cooperate in good faith to prevent or mitigate the impact of such events or conditions on the public switched network, including any disruption or loss of service to the other Party's End Users. E-mail and telephone numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 2.6 Within thirty (30) calendar days after the Effective Date of this Agreement, the Parties will meet and develop a joint planning and forecasting responsibilities to the services described in this Agreement. Either Party may delay processing of the other Party's service orders, should the other Party fail to perform its obligations as specified in this Section. Such responsibilities shall include the following:
 - 2.6.1 the Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months prior to any changes likely to affect either Party's provision of services;
 - 2.6.2 the Parties will furnish each other with state-wide annual forecasts of order activity, in-service quantities, and facility demand;
 - 2.6.3 the Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities; and
 - 2.6.4 the Parties will notify each other promptly of changes to current forecasts greater than ten percent (10%) (increase or decrease) that may affect service and facility demand for the following forecasting period.
- 2.7 If either Party establishes additional tandems in an exchange, the other Party may also connect to the additional tandems. If either Party establishes one or more additional tandems to relieve an existing tandem of call congestion, the other Party will re-home its traffic upon notification to the industry of the establishment of the additional tandem(s).

3.0 Network Connections

- 3.1 The OE-LEC agrees to establish a Point of Interconnection (POI) on **AT&T WISCONSIN's** network for purposes of exchanging OE-LEC traffic:
 - 3.1.1 The Point of Interconnection will be at the **AT&T WISCONSIN** Exchange Area Boundary (EAB) (see Section 3.2.2 for exclusions); or b) another mutually agreed point.
 - 3.1.1.1 Specific facility arrangements required to interconnect the Parties' networks shall be negotiated by the Parties. Existing interconnection facilities between the Parties within the **AT&T WISCONSIN** exchange may be used for interconnection, as agreed by the Parties; provided however that a separate and distinct portion of this existing facility must be established as further defined below in Section 3.5.

- 3.2 When traffic destined for any **AT&T WISCONSIN** tandem exceeds a DS1, or if it is otherwise more efficient to connect via direct End Office connections, OE-LEC shall establish a direct End Office trunk group and provide transport for that trunk group to the exchange where the **AT&T WISCONSIN** or Third Party incumbent LEC's and/or Telecommunications Carrier's End Office is located. Virtual FX traffic shall not be transited over **AT&T WISCONSIN's** network.
- 3.2.1 The Parties agree, that at a minimum, OE-LEC shall establish a logical trunk group for local and IntraLATA traffic to each **AT&T WISCONSIN** serving tandem in any LATA to which OE-LEC routes traffic. This requirement may be waived upon mutual written agreement of the Parties.
- 3.2.2 OE-LEC shall be solely responsible for obtaining transport facilities for 911, Choke, OS/DA and InterLATA trunking from OE-LEC to each serving tandem or platform that provides each such service type.
- 3.3 OE-LEC shall route originating OE-LEC traffic to the serving tandem as defined in the LERG by the tandem owner. If **AT&T WISCONSIN** is the designated InterLATA serving tandem provider for the relevant Rate Center, **AT&T WISCONSIN** shall designate to OE-LEC the specific InterLATA tandem(s) that will serve OE-LEC.
- 3.4 If **AT&T WISCONSIN** is not the serving tandem provider, as reflected in the LERG, the OE-LEC will route OE-LEC traffic directly to the **AT&T WISCONSIN** End Office.
- 3.5 If OE-LEC utilizes the interconnection facilities or switch of a Third Party incumbent LEC or any other Third Party Telecommunications Carrier to exchange OE-LEC calls; OE-LEC must provide the following separately and distinctly from the Third Party carrier,
- 3.5.1 Operating Company Number (OCN);
- 3.5.2 Access Carrier Name Abbreviation (ACNA);
- 3.5.3 Trunk Groups with unique Trunk Common Language Location Identifier codes;
- 3.5.4 Point Code, unless OE-LEC uses the Point Code of a Third Party incumbent LEC, OE-LEC's own switch, or the switch of another Telecommunications Carrier; provided, however, that no such entity may duplicate TCIC codes on the separate and distinct trunk groups maintained by each carrier. It is the responsibility of OE-LEC and the Third Party carrier to inventory the numbering of TCIC codes on the trunk groups unique to each entity;
- 3.5.5 Switch CLLI/Pseudo Switch CLLI; and
- 3.5.6 Location Routing Number (LRN) (when applicable).
- 3.6 Except as otherwise provided in this Agreement, traffic originated by OE-LEC and terminated by **AT&T WISCONSIN** and traffic originated by **AT&T WISCONSIN** and terminated by OE-LEC must be routed in accordance with this Agreement and the LERG. The Parties will cooperative in good faith to correct any routing that is inconsistent with the requirements of this Agreement.
- 3.7 **AT&T WISCONSIN** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is routed to **AT&T WISCONSIN** in a manner inconsistent with this Agreement and the LERG. Any compensation due **AT&T WISCONSIN** for such misrouted traffic shall be paid by OE-LEC. **AT&T WISCONSIN** shall designate the appropriate routing for traffic routed through serving tandems in the LERG, including the appropriate routing for traffic that is destined to End Offices that do not subtend an **AT&T WISCONSIN** tandem. If **AT&T WISCONSIN** identifies misrouted traffic, it shall provide notice to OE-LEC that such misrouting has occurred, as provided in the Notices provisions of this Agreement OE-LEC shall correct such misrouting within thirty (30) calendar days of the delivery of such notice.
- 3.8 Within thirty (30) calendar days from the Effective Date of this Agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities applicable to this Agreement. Either Party may delay processing the other Party's service orders should the Parties not perform obligations as specified in this Section. Such responsibilities shall include, but shall not be limited to, the following:
- 3.8.1 the Parties will periodically review network and technology plans and will notify one another no later than six (6) months in advance of changes that are likely to affect either Party's provision of services;

- 3.8.2 the Parties will furnish each other with state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts;
- 3.8.3 the Parties will cooperate in good faith to develop joint forecasts of trunk group utilization and yearly trunk quantities; and
- 3.8.4 the Parties shall notify each other promptly of changes to current forecasts of greater than ten percent (10%) for the following forecasting period.
- 3.9 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's Tandem.
- 3.10 Trunk group from OE-LEC to **AT&T WISCONSIN**'s tandem(s) will be used only for traffic to or from End Offices, IXCs, LECs, WSPs and NXXs which subtend such tandem(s). Trunk groups from OE-LEC to **AT&T WISCONSIN**'s End Office(s) will be used only for traffic to or from NXXs served by the End Office(s) to which OE-LEC interconnects.
- 3.11 **AT&T WISCONSIN** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**AT&T WISCONSIN** exchange areas, in **AT&T WISCONSIN** Tandems and End Offices using **AT&T WISCONSIN**'s standard code opening timeframes; provided, however, that OE-LEC must have established trunking and routing as provided in this Agreement and the LERG prior to the time such codes are to be opened.
- 3.12 InterLATA Section 251(b)(5) Traffic
- 3.12.1 **AT&T WISCONSIN** will exchange **AT&T WISCONSIN** InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **AT&T WISCONSIN** will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the **AT&T WISCONSIN** exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an **AT&T WISCONSIN** exchange, **AT&T WISCONSIN** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. **AT&T WISCONSIN** will not provision or be responsible for facilities located outside of **AT&T WISCONSIN** exchange areas.
- 3.12.2 The Parties agree that the associated traffic from each **AT&T WISCONSIN** End Office will not alternate route.
- 3.12.3 OE-LEC must provide **AT&T WISCONSIN** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

4.0 Identification and Classification of Traffic

- 4.1 Telecommunications traffic exchanged between the Parties will be classified as either Local Mandatory EAS, Optional One-Way or Two-Way EAS, ISP, FX, FGA, FX-NXX, IntraLATA Toll, or InterLATA Toll Traffic.
- 4.2 For purposes of this Agreement, the reciprocal compensation terms set forth in this Agreement shall apply solely to traffic that both originates and terminates to End Users located within the same Local Mandatory EAS calling area.
- 4.3 Locally dialed calls are Local Calls or toll-free calls that appear to the public to be local. These normally are seven (7) or ten-digit dialed calls without a 1+ prefix. Local Calls are always locally dialed, but not all locally dialed calls are considered Local Calls for compensation purposes; for example, FX calls are not Local Calls. For purposes of this Agreement, the dialing arrangement does not itself dictate the compensation mechanism or classification of traffic.
- 4.4 For purposes of determining compensation only, and not for purposes of routing traffic, traffic will be segregated within the recording and billing systems on a jurisdictional basis as either Toll or EAS in nature. EAS traffic will be further segregated between Local Mandatory EAS and Optional EAS traffic. EAS traffic shall in all cases be separately identified from other traffic unless otherwise agreed in a writing executed by the Parties.
- 4.5 For all traffic originated on a Party's network, including without limitation Switched Access Traffic, the originating Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 4.7 below. CPN shall include, at a minimum, information in an industry-recognized standard format,

consistent with the requirements of the North American Numbering Plan (NANP), which shall contain the unique three-digit area code (NPA) and seven-digit (NXX-XXXX) telephone number of the originating End User. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate in good faith to investigate and take corrective action.

- 4.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.7 For traffic which is delivered by one Party to be terminated on the other Party's network in **AT&T WISCONSIN**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 4.8 For those usage based charges where actual charge information is not determinable by **AT&T WISCONSIN** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.
- 4.9 OE-LEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding OE-LEC's traffic and such other carriers' traffic, including without limitation anywhere OE-LEC originates traffic to or terminates traffic from an end user being served by a Third Party telecommunications carrier who has purchased local switching from **AT&T WISCONSIN** on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange (dialtone) service to its End Users. In no event will **AT&T WISCONSIN** have any liability to OE-LEC or any Third Party, including if OE-LEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party carrier with which OE-LEC does not have a traffic compensation agreement, OE-LEC will indemnify, defend and hold harmless **AT&T WISCONSIN** against any and all losses including without limitation, charges levied by such Third Party carrier. The Third Party carrier and OE-LEC will bill their respective charges directly to each other. **AT&T WISCONSIN** will not be required to function as a billing intermediary, (e.g., clearinghouse). **AT&T WISCONSIN** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 4.10 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 4.11 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Agreement and Pricing Sheet attachment and/or the applicable switched access tariffs.
- 4.12 Reciprocal Compensation applies to Local Calls that are terminated at either Party's terminating circuit switch. Traffic that is delivered via dedicated circuits, Private Line Services or Digital Subscriber Line (DSL) service, or otherwise not terminated at a circuit switch is not subject to intercarrier compensation.
- 4.13 Nothing in this Agreement shall be construed to limit either Party's right to employ or to request and be assigned any NANP number resources, including but not limited to central office (NXX) codes, pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned to ensure compliance with FCC rules and orders and applicable industry standards. Both Parties shall obtain separate NXX codes for each Rate Center in which they operate.

5.0 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic

- 5.1 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic on a minute of use basis, as set forth in the Pricing Sheet attachment of this Agreement.
- 5.2 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

6.0 Other Telecommunications Traffic

- 6.1 Except as set forth in Section 5 above, the terms of this Agreement are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 For purposes of this Agreement, **Foreign Exchange (FX)** services are defined in Section 1.
- 6.2.1 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **AT&T WISCONSIN**. To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep applied on an individual LEC basis.
- 6.2.1.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:
- 6.2.1.1.1 terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic;
- 6.2.1.1.2 terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU; and
- 6.2.1.1.3 terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 6.2.1.2 The FX factor may be adjusted by the Parties on a quarterly basis arrangement. "Bill and Keep" refers to an arrangement in which neither of two (2) interconnecting parties charges the other for terminating FX traffic that originates on the other Party's network.
- 6.2.2 Segregating and Tracking FX Traffic
- 6.2.2.1 For **AT&T WISCONSIN**, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.2.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **AT&T WISCONSIN**.
- 6.2.2.3 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a twenty percent (20%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.2.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two (2) or more points.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 1.55) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- INTENTIONALLY OMITTED

6.5 The Parties agree that, for the purposes of this Agreement, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 above does not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 13; and/or (f) MCA Traffic are set forth in Section 8.

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 Primary Toll Carrier Arrangements

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a Third Party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and **AT&T WISCONSIN** is functioning as the PTC for a Third Party ILEC's end user customers, which is currently limited to certain ILEC areas in the states of Nevada and Oklahoma, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

9.1.1 **AT&T WISCONSIN** shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to OE-LEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **AT&T WISCONSIN** shall pay the OE-LEC on behalf of the originating Third Party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the OE-LEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **AT&T WISCONSIN** Intrastate Access Service Tariff; and/or

9.1.2 **AT&T WISCONSIN** shall deliver such IntraLATA toll traffic that originated from OE-LEC and terminated to Third Party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. OE-LEC shall pay **AT&T WISCONSIN** for the use of its facilities at the rates

set forth in AT&T WISCONSIN's Intrastate Access Service Tariff. OE-LEC shall pay the ILEC for the termination of such traffic originated from OE-LEC.

10.0 IntraLATA 800 Traffic

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11.0 Meet Point Billing (MPB) and Switched Access Traffic Compensation

11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill Third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

11.8 AT&T WISCONSIN and OE-LEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.

11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12.0 Compensation for Origination and Termination of InterLATA Traffic

12.1 Where OE-LEC originates or terminates its own End User InterLATA Traffic not subject to Meet Point Billing, OE-LEC must purchase feature group access service from AT&T WISCONSIN's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13.0 IntraLATA Toll Traffic Compensation

13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in AT&T WISCONSIN's tariff in whose exchange area the End User is located.

13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in AT&T WISCONSIN's tariff in whose exchange area the End User is located.

14.0 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic

14.1 In AT&T WISCONSIN, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

14.1.1 Where OE-LEC is using terminating recordings to bill intercarrier compensation, AT&T WISCONSIN will provide the terminating Category 11-01-XX records to identify traffic that originates from an end user being served by a Third Party telecommunications carrier using an AT&T WISCONSIN non-resale offering whereby AT&T WISCONSIN provides the end office switching on a wholesale basis. AT&T WISCONSIN will provide Category 50-XX-XX records. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which OE-LEC may use to bill such originating carrier for MOUs terminated on OE-LEC's network.

14.2 INTENTIONALLY OMITTED

14.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

14.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Agreement. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Agreement.

14.5 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) Business Days of the resolution of the dispute, if (and to

the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) Business Days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

- 14.6 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15.0 Switched Access Traffic

- 15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T WISCONSIN**'s local exchange tariffs on file with the state Commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- 15.1.1 IntraLATA toll Traffic or Optional EAS Traffic from a OE-LEC End User that obtains local dial tone from OE-LEC where OE-LEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
 - 15.1.2 IntraLATA toll Traffic or Optional EAS Traffic from an **AT&T WISCONSIN** End User that obtains local dial tone from **AT&T WISCONSIN** where **AT&T WISCONSIN** is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
 - 15.1.3 Switched Access Traffic delivered to **AT&T WISCONSIN** from an Interexchange Carrier (IXC) where the terminating number is ported to another LEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
 - 15.1.4 Switched Access Traffic delivered to either Party from a Third Party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.
- 15.2 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).
- 15.3 In the limited circumstances in which a Third Party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in this Agreement and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

16.0 Recording

16.1 Responsibilities of the Parties:

- 16.1.1 **AT&T WISCONSIN** will record all IXC transported messages for OE-LEC carried over all Feature Group Switched Access Services that are available to **AT&T WISCONSIN** provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **AT&T WISCONSIN**-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by **AT&T WISCONSIN**.
- 16.1.2 **AT&T WISCONSIN** will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by **AT&T WISCONSIN**.
- 16.1.3 **AT&T WISCONSIN** will provide AURs that are generated by **AT&T WISCONSIN**.
- 16.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by **AT&T WISCONSIN**.
- 16.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by **AT&T WISCONSIN** and provided to OE-LEC.
- 16.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 16.1.7 **AT&T WISCONSIN** will provide message detail to OE-LEC in data files, (a File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the OE-LEC to receive End User billable Records, the OE-LEC may be required to obtain CMDS Hosting service from **AT&T WISCONSIN** or another CMDS Hosting service provider.
- 16.1.8 OE-LEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. **AT&T WISCONSIN** reserves the right to limit the frequency of transmission to existing **AT&T WISCONSIN** processing and work schedules, holidays, etc.
- 16.1.9 **AT&T WISCONSIN** will determine the number of data files required to provide the AUR detail to OE-LEC.
- 16.1.10 Recorded Billable Message detail and/or AUR detail previously provided OE-LEC and lost or destroyed through no fault of **AT&T WISCONSIN** will not be recovered and made available to OE-LEC except on an individual case basis at a cost determined by **AT&T WISCONSIN**.
- 16.1.11 When **AT&T WISCONSIN** receives rated Billable Messages from an IXC or another LEC that are to be billed by OE-LEC, **AT&T WISCONSIN** may forward those messages to OE-LEC.
- 16.1.12 **AT&T WISCONSIN** will record the applicable detail necessary to generate AURs and forward them to OE-LEC for its use in billing access to the IXC.
- 16.1.13 When OE-LEC is the Recording Company, the OE-LEC agrees to provide its recorded Billable Messages detail and AUR detail data to **AT&T WISCONSIN** under the same terms and conditions of this Section.

16.2 Basis of Compensation:

- 16.2.1 **AT&T WISCONSIN** as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the OE-LEC in accordance with this Section on a reciprocal, no-charge basis. OE-LEC, as the Recording Company, agrees to provide any and all AURs required by **AT&T WISCONSIN** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.

16.3 Limitation of Liability:

- 16.3.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 16.3.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms

of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

- 16.3.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 16.3.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 16.3.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

17.0 Alternately Billed Traffic

- 17.1 The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties have established procedures to accomplish these objectives in the Attachment.

18.0 INTENTIONALLY OMITTED

19.0 General Responsibilities of the Parties

- 19.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party.
- 19.2 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional protocol will be used with Multi-Frequency (MF) and SS7 signaling, and ANI will be sent from the originating Party's End Office switch to the terminating Party's tandem or End Office switch.
- 19.3 It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Where one Party is passing CPN but the other Party is not properly receiving information, the Parties will cooperate to jurisdictionalize and rate the traffic correctly. Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format as referenced in Telcordia Technologies BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 19.4 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into the Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the LERG unless negotiated otherwise.
- 19.5 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including

any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

- 19.6 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 19.7 Upon OE-LEC signature, OE-LEC shall provide **AT&T WISCONSIN** with OE-LEC's state-specific authorized and nationally recognized OCN/AECN for Interconnection.
- 19.8 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 19.9 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 19.10 End User Fraud: The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. The Parties shall not be liable to one another for any fraud associated with the other Parties End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three (3) types of ABS calls: calling card, collect, and third number billed calls.
- 19.11 Billing: Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder and as set forth in applicable Commission-ordered tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party. Remittance in full will be due within thirty (30) Business Days of that billing date. Interest shall apply on overdue amounts at the rate specified in Section 22, unless otherwise specified in an applicable Commission-ordered tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other Party.
- 19.12 Headings: The headings and numbering of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 19.13 Referenced Documents: Unless the context shall otherwise specifically require, and subject to the Intervening Law provision in this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, ILEC Practice, **AT&T WISCONSIN** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect.
- 19.14 State Guidebooks and Tariff References: Wherever any Commission-ordered guidebook and/or tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said guidebook and/or tariff. Wherever any Commission-ordered guidebook and/or tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that guidebook and/or tariff. It is understood and agreed that the services and facilities to be provided by the Parties in satisfaction of this Agreement may be provided pursuant to guidebook and/or tariffs and then current practices. Should such services and facilities be modified by guidebook and/or tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, the Parties shall cooperate with one another for the purpose of incorporating required modifications, if any are deemed required, into this Agreement in accordance with Section 30 (Intervening Law) below.

20.0 Scope of Obligations

20.1 Notwithstanding anything to the contrary contained herein, AT&T WISCONSIN's obligations under this Agreement shall apply only when OE-LEC is operating and/or providing telecommunications services outside of AT&T WISCONSIN's incumbent exchange areas. The Parties acknowledge and agree that the terms and conditions of this Agreement are not intended and should not be construed to apply when OE-LEC is a ILEC operating in CLECs' incumbent exchange areas.

21.0 Force Majeure

21.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, terrorist acts, riots, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, 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. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

22.0 Audits

22.1 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party in order to verify the (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) the verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Neither Party may request more than one such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

23.0 Disputed Amounts

23.1 If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date, or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

23.2 If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge interest on the past due balance at a rate equal to the lesser of (1) the interest rates set forth in the applicable state Commission-ordered access tariff or (2) one and one-half percent (1 ½ %) per month of the maximum allowable rate of interest under Applicable Law. Late payment charges shall be included on the next statement.

24.0 Dispute Resolution

24.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

24.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.

- 24.3 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising under this Agreement more than twenty-four (24) months from the date of the occurrence that gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 24.4 Informal Dispute Resolution: Upon receipt by one Party of notice of a dispute by the other Party pursuant to this Agreement, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 24.5 Formal Dispute Resolution: If the Parties are unable to resolve the dispute through the informal procedure described above in Section 24.4 then either Party may invoke the formal Dispute Resolution procedures described in this Section. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 24.2 above.
- 24.6 Claims Subject to Mandatory Binding Arbitration: The following Claims, if not settled through informal Dispute Resolution, will be subject to binding arbitration pursuant to this Section:
- 24.6.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 24.2 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution, the Parties will annualize the actual numbers of months billed.
- 24.7 Claims Subject to Elective Arbitration: Claims will be subject to elective Arbitration pursuant to Section 24.9 below if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
- 24.8 Claims Not Subject to Arbitration: If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism: a) any action seeking a temporary restraining order or injunction related to the purposes of this Agreement; b) all Claims arising under federal or state statute(s), including but not limited to, any antitrust and/or deceptive trade practices claims; and c) actions to compel compliance with this Dispute Resolution process.
- 24.9 Arbitration: Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Chicago, Illinois, unless the Parties agree otherwise. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

25.0 Notices

25.1 Notices given by OE-LEC to **AT&T WISCONSIN** under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

25.1.1 delivered by electronic mail (email).

25.1.2 delivered by facsimile.

25.2 Notices given by **AT&T WISCONSIN** to the OE-LEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

25.2.1 delivered by electronic mail (email) provided OE-LEC has provided such information in Section 25.4 below.

25.2.2 delivered by facsimile provided OE-LEC has provided such information in Section 25.4 below.

25.3 Notices will be deemed given as of the earliest of:

25.3.1 the date of actual receipt;

25.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

25.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

25.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	OE-LEC CONTACT
NAME/TITLE	John Jennings CFO
STREET ADDRESS	24 S. Minnesota Avenue
CITY, STATE, ZIP CODE	Cape Girardeau, MO 63703
PHONE NUMBER*	314.225.2202
FACSIMILE NUMBER	314.225.2232
EMAIL ADDRESS	jjennings@bigrivertelephone.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

25.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 25. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

25.6 **AT&T WISCONSIN** communicates official information to OE-LECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online

website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

26.0 Publicity and Use of Trademarks or Service Marks

- 26.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 26.2 Nothing this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

27.0 Confidentiality

- 27.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data; (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) calendar days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall be considered confidential and proprietary and remain the property of the Disclosing Party.
- 27.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. 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.
- 27.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- 27.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:
- 27.4.1 was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;
 - 27.4.2 is, or becomes publicly known through no wrongful act of the Receiving Party;
 - 27.4.3 is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information;
 - 27.4.4 is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;
 - 27.4.5 is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights;

- 27.4.6 is approved for release by written authorization of the Disclosing Party; and
- 27.4.7 is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 27 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

27.5 The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

27.6 Notwithstanding any of the foregoing, **AT&T WISCONSIN** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon informal or formal request and **AT&T WISCONSIN** need not provide prior written notice of such disclosure to OE-LEC if **AT&T WISCONSIN** has obtained an appropriate order for protective relief or other assurance that confidential treatment shall be accorded to such Confidential and/or Proprietary Information.

27.7 The Parties agree that an impending or existing violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

28.0 Governing Law

28.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Milwaukee, Wisconsin and waive any and all objection to any such venue.

28.2 State-Specific Rates, Terms and Conditions

28.2.1 For ease of administration, this Agreement may contain certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s).

29.0 Work Product

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

30.0 Intervening Law

30.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement (e.g., *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 a 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, GN 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 No 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011 and subsequent authority) or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations (“Change of Law Event”) that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to the Agreement consistent with the action of the Change of Law Event by providing a written request of either Party in accordance with Section 25 above (“Written Notice”) to negotiate an amendment to the Agreement. With respect to any Written Notices hereunder, the Parties shall have sixty (60) calendar days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) calendar days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

31.0 Taxes

- 31.1 Each Party purchasing products or services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter “Tax”) imposed on or with respect to the products or services provided by or to such Party, 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.
- 31.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 31.3 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 31.4 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 31.5 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 31.6 With respect to any Tax or Tax controversy covered by this Section, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to

pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

32.0 Assignment or Transfer of Agreement, Change in Control and Corporate Name Change

32.1 Assignment or Transfer of Agreement:

32.1.1 OE-LEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of **AT&T WISCONSIN**. For any proposed assignment or transfer OE-LEC shall provide **AT&T WISCONSIN** with a minimum of one hundred twenty (120) calendar days advance written Notice, in accordance with Section 25, of any assignment associated with an OE-LEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request **AT&T WISCONSIN**'s written consent. OE-LEC's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to **AT&T WISCONSIN** and need not be recognized by **AT&T WISCONSIN** unless it consents or otherwise chooses to do so for a more limited purpose. OE-LEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to **AT&T WISCONSIN**; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, OE-LEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with **AT&T WISCONSIN** under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

32.2 OE-LEC Name Change:

32.2.1 Any change in OE-LEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the OE-LEC name is changing, and no OE-LEC Company Code(s) are changing, constitutes an OE-LEC Name Change. For any OE-LEC Name Change, OE-LEC is responsible for providing proof of compliance with industry standards related to any Company Code(s).

32.2.2 The Parties agree to amend this Agreement to appropriately reflect any OE-LEC Name Change.

32.3 Company Code(s) Change:

32.3.1 Unless within sixty (60) calendar days of acquisition, OE-LEC provides **AT&T WISCONSIN** with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect OE-LEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, OE-LEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate **AT&T WISCONSIN** systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

32.3.2 In the event of a Company Code Change, OE-LEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.

32.3.3 For any OE-LEC Company Code Change, OE-LEC must negotiate a separate transfer or assignment agreement.

32.3.4 OE-LEC acknowledges that failing to comply with this Section 32 shall entitle **AT&T WISCONSIN** to issue a Notice under and in accordance with Section 24 of this Agreement.

32.4 Wherever required by this Section 7, **AT&T WISCONSIN**'s consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.

32.5 OE-LEC acknowledges that OE-LEC may be required to tender additional assurance of payment to **AT&T WISCONSIN** as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

33.0 Non-Waiver

33.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

34.0 Warranties

34.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

35.0 Indemnification

35.1 Except as otherwise provided herein, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such Parties.

35.2 Except as otherwise provided herein, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services or functions under this Agreement, provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) 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.

35.3 In the case of any Loss alleged or made by an End User of either Party, the Party whose End User alleged or made such Loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such Claims or Losses by its End Users regardless of whether the underlying service or product was provided by, or network element was provisioned by, the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the Indemnified Party.

35.4 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from the Indemnifying Party's use of services or elements provided under this Agreement involving:

35.4.1 Any Claim or Loss arising from such Indemnifying Party's use of products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

- 35.4.2 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any products or services provided pursuant to this Agreement.
- 35.4.3 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 35.4.3.1 where an Indemnified Party or its End User modifies products or services; provided under this Agreement; and
- 35.4.3.2 no infringement would have occurred without such modification.
- 35.4.3.3 This Section includes, but is not limited to, suits arising from any act or omission of an End User in the course of using services or functions provided pursuant to this Agreement.
- 35.5 Whenever a Claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall 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.
- 35.6 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 35.7 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, 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.
- 35.7.1 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall 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.
- 35.8 At any time, an Indemnified Party shall 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 shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 35.9 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 35.10 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 35.11 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a

non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

- 35.12 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 and the relevant records of each Party shall be available to the other Party with respect to any such defense.

36.0 Limitation of Liability

- 36.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount a Party has charged or would have charged to the other Party for the affected Interconnection, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 36.2 Except for Losses alleged or made by an End User of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 36.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.
- 36.4 Except to the extent (if at all) prohibited by law or public policy, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive, (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Federal Telecommunications Act or other statute) and regardless of whether the Parties knew or had been advised of the possibility that such damages could result, in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's affiliates, and their respective officers, directors, employees and agents) from any such Claim.
- 36.5 OE-LEC hereby releases **AT&T WISCONSIN** from any and all liability for damages due to errors or omissions in OE-LEC's End User listing information as provided by OE-LEC to **AT&T WISCONSIN** under this Agreement, including any errors or omissions occurring in OE-LEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, punitive, incidental or Consequential Damages.
- 36.6 **AT&T WISCONSIN** shall not be liable to OE-LEC, its End User's or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

36.7 This Section is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

37.0 No Third Party Beneficiaries; Disclaimer of Agency

37.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express 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 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.

38.0 No License

38.1 Except as otherwise provided in this Agreement, 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.

39.0 Survival

39.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement including but not limited to Indemnification, Limitation of Liability and Confidentiality.

40.0 Severability

40.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement as a total arrangement and it is intended to be nonseverable.

41.0 Compliance with Law

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

42.0 Law Enforcement

42.1 AT&T WISCONSIN and OE-LEC shall handle law enforcement requests as follows:

42.1.1 **Intercept Devices:** Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

42.1.2 **Subpoenas:** If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User's service provider, in which case the Party will respond to any valid request.

42.1.3 **Emergencies:** If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

43.0 Term and Termination

- 43.1 In **WISCONSIN**, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 14, 2017 ("the Term"). Thereafter, this Agreement shall continue in full force and effect unless and until terminated by one or all of the Parties as provided in this Agreement.
- 43.2 This Agreement may be terminated by either Party at any time whatsoever (either prior to or following expiration of the Term set forth above), for any reason whatsoever, by providing written notice of termination at least ninety (90) calendar days in advance to the other Party.
- 43.3 Upon termination or expiration of this Agreement in accordance with this Section, above:
- 43.3.1 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
- 43.3.2 Each Party shall comply with the Survival clause in this Agreement.
- 43.4 If upon expiration or termination the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. The Parties acknowledge and agree that when the successor Agreement is deemed approved by the appropriate Commission, the rates, terms and conditions of the successor agreement shall apply as of the effective date of such Agreement.

44.0 Incorporation by Reference

- 44.1 This Agreement and every interconnection or service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or its appendices or attachments which are legitimately related to such Interconnection or service and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection or service provided hereunder. The Parties agree that except for Section 25 Notices, each of the Sections of this Agreement are legitimately related to and applicable to each Interconnection or service provided hereunder.

45.0 Relationship of the Parties/Independent Contractor

- 45.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or Workers' Compensation Act and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 45.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. 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 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.

46.0 Multiple Counterparts

46.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

47.0 Subcontractors

47.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

47.2 Each Party will be solely responsible for payments due that Party's subcontractors.

47.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

47.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, network elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

47.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

48.0 Amendments and Modifications

48.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

48.2 Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications of any type.

49.0 Filing

49.1 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate Commission within sixty (60) calendar days of both Parties signatures, then this signed Agreement is null and no longer valid.

50.0 Entire Agreement

50.1 The rates, terms, and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda 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 between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

51.0 Authority

51.1 **AT&T WISCONSIN** represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. **AT&T WISCONSIN** represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for **AT&T WISCONSIN**. **AT&T WISCONSIN** represents and warrants that it has full power and authority to perform its obligations hereunder.

- 51.2 OE-LEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. OE-LEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 51.3 Each Person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

ATTACHMENT MW - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which **AT&T WISCONSIN** will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the OE-LEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

- 2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from OE-LEC and bill to **AT&T WISCONSIN** and messages which originate from **AT&T WISCONSIN** and bill to OE-LEC. NICS messages must originate and bill within **AT&T WISCONSIN**.
- 2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within **AT&T WISCONSIN**.

3.0 General Provisions

- 3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **AT&T WISCONSIN** and billed by OE-LEC (when the OE-LEC is using its own End Office Switch), or messages originated by OE-LEC and billed by **AT&T WISCONSIN** within **AT&T WISCONSIN** (i.e., messages for intrastate/intraLATA traffic only).
- 3.1.1 For example, an alternately billed call originating within **AT&T WISCONSIN** territory and billed to an OE-LEC within **AT&T WISCONSIN** would be covered by this Section; a call originating within **AT&T WISCONSIN** but billing outside of **AT&T WISCONSIN** would not be covered by NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **AT&T WISCONSIN** and OE-LEC. NICS settlement will be incorporated into the OE-LEC's monthly invoice.
- 3.4 This Attachment does not cover calls originating and billing within a state outside of **WISCONSIN**.
- 3.5 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 3.6 The Party billing the End User shall be responsible for all uncollectible amounts.
- 3.7 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

- 4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

5.0 Limitation of Liability

- 5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:
- 5.1.1 **AT&T WISCONSIN** assumes no liability for any LEC's or OE-LEC's receipt of appropriate revenues due to it from any other entity. OE-LEC agrees that **AT&T WISCONSIN** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **AT&T WISCONSIN** may have relied in preparing settlement reports or performing any other act under this Attachment.

- 5.1.2 **AT&T WISCONSIN** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **AT&T WISCONSIN**. Any losses or damage for which **AT&T WISCONSIN** is held liable under this Attachment will in no event exceed the amount that OE-LEC would have billed **AT&T WISCONSIN** per OE-LEC's existing tariff for the services provided hereunder during the period beginning at the time **AT&T WISCONSIN** receives notice of the error, interruption, failure or malfunction, to the time service is restored.
- 5.1.3 **AT&T WISCONSIN** assumes no responsibility with regard to the correctness of the data supplied by OE-LEC when this data is accessed and used by a Third Party.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
	WI	ALTERNATE BILLED	Non Intercompany Settlement (NICS) Billing Charge (Per Message)				\$ 0.05			per message
	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 06/30/17)		USAGE		0.0007			MOU
	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		\$0.00			MOU