

CMRS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This CMRS Interconnection Agreement (the "Agreement"), effective when signed by both parties (the "Effective Date"), is entered into by and between Sprint Spectrum L.P. (Sprint PCS), a Delaware limited partnership, as agent and General Partner for SprintCom, Inc., a Kansas corporation, d/b/a Sprint PCS with offices at 6160 Sprint Parkway, Overland Park, KS 66251, and Frontier Communications of Wisconsin, Inc. (FCW), 26 West 12th St., Clintonville, WI 54929, to establish the rates, terms and conditions for interconnection under Sections 251 and 332 of the Telecommunications Act of 1934 as amended. (the "Act").

WHEREAS, the Parties wish to interconnect their networks at mutually agreed upon points of interconnection to permit origination and termination of calls by customers of FCW and Sprint PCS on each other's network.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

Now, therefore, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Sprint PCS and FCW hereby mutually agree as follows:

PART A - GENERAL TERMS AND CONDITIONS

Section 1. Definitions

1.1 "Act" means the Communications Act of 1934, as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a state regulatory agency, having authority to interpret the Act within its state of jurisdiction.

1.2 "Affiliate" means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in or have voting control of a majority of the ownership interests in such corporation or other legal entity.

1.3 "Applicable Law" means all applicable federal, state or local statutes, laws, rules, regulations, codes and orders.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the State Commission.

1.5 "As Described in the Act" means as described in the Act and from time to time interpreted in the duly authorized rules and regulations of the FCC or the State Commission.

1.6 "Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

1.7 An "End Office Switch" or "End Office" is used to, among other things, to terminate telecommunications traffic to end user subscribers.

1.8 "Exchange Access Service" is As Defined in the Act.

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1.9 "FCC" means the Federal Communications Commission.

1.10 "Interconnection" is As Defined in the Act.

1.11 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, telecommunications services between two or more exchanges.

1.12 "InterMTA Traffic" is non-Local Telecommunications Traffic which involves wireless and originates in one major trading area (MTA), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.

1.13 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.14 "Local Telecommunications Traffic" or "IntraMTA Traffic" is that telecommunications traffic, which originates and terminates, within the same MTA as defined in 47 C.F.R. § 24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the end office serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.

1.15 "Major Trading Area" or "MTA" is as defined in Section 47 C.F.R. 24.202(a).

1.16 "Meet Point Billing" means those billing arrangements for jointly provided access services to an interexchange carrier ("IXC") where one end of the service is in one exchange telephone company operating territory, and the other end of the service is in another exchange telephone company operating territory. When an access service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the industry standard billing methods.

1.17 A "Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

1.18 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number.

1.19 "Party" means either FCW or Sprint PCS and Parties means FCW and Sprint PCS.

1.20 "Reciprocal Compensation" is As Described in the Act.

1.21 "State Commission" refers to the state regulatory commission for the state in which this agreement is filed.

1.22 A "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, or points of presence.

1.23 "Telecommunications" is As Defined in the Act.

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

1.25 "Telecommunications Service" is As Defined in the Act.

1.26 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where an IXC is the toll provider for the call. Those scenarios are covered under Meet Point Billing Arrangements.

Section 2. Interpretation and Construction

2.1 All references to Parts, Sections, Attachments and Annexes shall be deemed to be references to this Agreement unless the context shall otherwise require. The headings and numbering of the Sections, Parts, Attachments and Annexes are inserted for convenience of reference only and shall not be construed to define or limit any of the terms herein, or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, any other instrument, statute, regulation, rule or tariff shall be to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of statute, regulation, rule or tariff, to any successor provision).

Section 3. Scope of this Agreement

3.1 This Agreement, including all Parts, Sections, Attachments and Annexes, specifies the rights and obligations of each Party with respect to the interconnection of their respective networks and any other services set forth herein.

3.2 Subject to the availability of channels, interface types, arrangements and the reasonable requirements of FCW for its telecommunications services, FCW will provide to Sprint PCS, upon request, those channels, interface types and arrangements described herein which Sprint PCS and FCW cooperatively determine are necessary to establish the physical connection and interchange of traffic provided for herein and other facilities as Sprint PCS may require for operation of its system.

3.3 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through contractual affiliations with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. Traffic originating on FCW's network and traversing such extended networks shall be treated as FCW's traffic subject to the terms, conditions and rates of this Agreement.

Section 4. Term and Termination

4.1 Subject to the termination provisions contained in this Agreement, this Agreement shall become binding upon execution by the Parties and continue until August 31, 2002, and thereafter shall continue in effect on a month to month basis until either Party gives the other Party at least sixty (60) calendar days' written notice of termination.

4.2 In the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

4.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice.

The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

- (1) refuse additional applications for any service provided under this Agreement;
- (2) refuse to complete any pending orders for any service provided under this Agreement, and/or:
- (3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the FCC and the State Commission, to the person designated to receive such notice to discontinue the provision of the existing service provided under this Agreement at any time thereafter.

If the non-breaching Party does not refuse additional applications for any service provided under this Agreement, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the service provided under this Agreement without further notice. If the non-breaching Party discontinues provision of the service provided under this Agreement, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the service provided under this Agreement on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of the service provided under this Agreement without further notice.

4.2.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within the 30 or 45 day interval required by this agreement and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

4.2.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

4.3 Upon termination or expiration of this Agreement in accordance with this Section;

(a) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(b) In the event of any termination under this Section, the Parties agree to provide for an uninterrupted transition of services to each other or another vendor designated by such Party.

4.4 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new Agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices in this Agreement will continue in effect, as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this section. If the Parties are actually in arbitration or mediation before the appropriate State Commission or FCC prior to the expiration of this Agreement, this Agreement will continue in effect only until the issuance of an Order, whether a final non-appealable order or not, by the State Commission or FCC resolving the issues set forth in such arbitration or mediation request.

Section 5. Representations and Warranties

5.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Section 6. Covenants

6.1 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons telecommunications service, prevents other persons' from using their telecommunications service, or otherwise impairs the quality of service to other carriers or to either Party's end users. Upon such impairment, the affected Party shall provide the other Party notice and the other Party shall use reasonable efforts to remedy the impairment.

Section 7. Charges and Payment

7.1 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified on Attachment I, will be governed by applicable tariffs.

Section 8. Regulatory Approvals

8.1 This Agreement and any amendment or modification hereof will be submitted to the State Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith, such revisions as may reasonably be required to achieve approval.

8.2 In the event the FCC or the State Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties may resolve their dispute under the applicable procedures set forth in Section 15 (Dispute Resolution Procedures) hereof.

Section 9. Indemnification

9.1 Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to each other or to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. The Indemnifying Party's obligation under this Section shall be proportional to the extent of its fault for the loss, cost, claim, liability, damages or expense incurred by the Indemnified Party. The Indemnified Party shall be responsible for that portion of the loss, cost, claim, liability, damage or expense incurred by it that is proportional to its fault for the same.

9.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

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

Notwithstanding any other provisions of this Agreement, Sprint PCS shall defend and indemnify FCW and shall hold FCW harmless from and against any and all loss alleged to have been incurred by a customer of Sprint PCS or any other third Party where such loss arises or is attributable to Sprint PCS' performance or failure to perform.

Notwithstanding any other provisions of this Agreement, FCW shall defend and indemnify Sprint PCS and shall hold Sprint PCS harmless from and against any and all loss alleged to have been incurred by a customer of FCW or any other third party where such loss arises or is attributable to FCW's performance or failure to perform.

Section 10. Limitation of Liability

10.1 Except as otherwise provided in Section 9, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, the first Party's agents, servants, contractors or others acting in aid or concert with the first Party, except for the first Party's cross negligence or willful misconduct.

10.2 Except for losses alleged or incurred by a customer of either Party, in the case of any loss arising from the gross negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 10 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) gross negligence or willful misconduct.

10.3 Each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the amount that is or would have been charged to the other Party by such negligence or breaching Party for the specific service(s) or function(s) not performed or improperly performed, and only for the period of time such service or function was not performed or improperly performed.

10.4 Except as otherwise provided in Section 9, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

Section 11. Intellectual Property Rights

11.1 No license under patents, copyrights or any other intellectual property right is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

Section 12. Confidentiality and Publicity

12.1 Except as otherwise expressly provided in this Section 12, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under any applicable law, including without limitation Section 222 of the Act.

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

The following information shall be deemed Proprietary Information, although not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

Unless Proprietary Information was previously or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as proprietary, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of its use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 12.3.

12.3 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. 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 Section 12.1 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.

12.4 Except for document retention required by law, in the event of the expiration or termination of this Agreement, each Party shall return to the other Party or, upon disclosing Party's request, destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep proprietary and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12.5 Information will not be deemed Proprietary Information if received by a third party without obligation of confidentiality and if publicly available through no fault of the receiving party.

12.6 All information deemed Proprietary Information will remain so for no longer than five (5) years.

Section 13. Trademarks, Service Marks and Branding

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

13.2 This section 13 shall confer on neither Party rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by that Party.

Section 14. Audits and Examinations

14.1 Subject to the terms and conditions of this Section and the restrictions set forth in Section 12 of the General Terms and Conditions, either Party may conduct an audit of the other Party's books and records that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began.

14.2 Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the parties have agreed upon the Accuracy of the audit results. Any disputes concerning audit results shall be resolved Pursuant to the procedures described in Section 15 of the General Terms and Conditions of this Agreement.

14.3 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

Section 15. Dispute Resolution Procedures

15.1 Except for recourse that may be available to either Party before the FCC or State Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

15.2 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall 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 correspondence among the representatives for purposes of these negotiations shall be treated as proprietary information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

15.3 In the event that the representatives of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter for non-binding mediation. If mediation is unsuccessful, either Party may submit the matter to the State Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

15.4 The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure or the pendency of good faith renegotiation of the Agreement, and the Parties shall continue to perform their obligations (including making payments) in accordance with this Agreement.

Section 16. Responsibility for Environmental Contamination

16.1 Sprint PCS shall in no event be liable to FCW for any costs whatsoever resulting from the presence or release of any environmental hazard that Sprint PCS did not introduce to the affected work location. FCW shall, at Sprint PCS's request, indemnify, defend, and hold harmless Sprint PCS, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that FCW, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which FCW is responsible under Applicable Law.

16.2 FCW shall in no event be liable to Sprint PCS for any costs whatsoever resulting from the presence or release of any environmental hazard that FCW did not introduce to the affected work location. Sprint PCS shall, at FCW's request, indemnify, defend, and hold harmless FCW, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that Sprint PCS, its contractors or agents introduce to the work locations or (ii) the presence of release of any environmental hazard for which Sprint PCS is responsible under Applicable Law.

16.3 In the event any suspect materials within FCW-owned, operated or leased facilities are identified to be asbestos-containing, Sprint PCS will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such Sprint PCS activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint PCS or equipment placement activities that result in the generation of asbestos containing material, Sprint PCS shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. FCW agrees to immediately notify Sprint PCS if FCW undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint PCS equipment or operations, including, but not limited to, contamination of equipment.

Section 17. Miscellaneous

17.1 Authorization

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

17.1.2 Sprint Spectrum L.P., d/b/a Sprint PCS is a Delaware limited partnership and is an agent and general partner for WirelessCo. L.P., a Delaware limited partnership and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.2 Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC Rules and Regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the Parties shall promptly renegotiate any provisions of this Agreement which, because of the invalidation of such Act, Rule or Regulation, are insufficiently clear to be effectuated.

17.3 Relationship of Parties

It is the intention of the Parties that each Party be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

17.4 Force Majeure

Neither Party shall be held 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, such as acts of God, labor disputes, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 17.4 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

In the event of such performance delay or failure by FCW, FCW agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Sprint PCS.

17.5 Governing Law

This Agreement shall be governed by and construed in accordance with the Act, the Wisconsin Commission's and FCC's Rules and Regulations, except insofar as Wisconsin state law may control any aspect of this Agreement, in which case the laws of the state of Wisconsin in which service is being provided, without regard to its conflict of law principles, shall govern.

17.6 Taxes

Any Federal, state or local excise, license, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

17.7 Assignment

Any assignment or delegation by either Party to any non-Affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

17.8 Successors and Assigns

The Agreement and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Party making the assignment shall notify the State Commission 60 days in advance of the effective date of the assignment.

17.9 Waivers

17.9.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

17.9.2 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.

17.9.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17.9.4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

17.10 Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To Sprint PCS: Sprint PCS
 Attn.: Legal/Regulatory 4th floor
 6160 Sprint Parkway
 Overland Park, KS 66251

with a copy to: Sprint PCS
 Manager: Carrier Interconnection Management
 Mailstop: KSOPAM0101
 11880 College Blvd.
 Overland Park, KS 66210

To FCW: Frontier Telephone of Rochester
 3441 W. Henrietta Rd
 Rochester, NY 146 23
 Attn: Manager - LEC National Accounts

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 17.10.

17.11 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Sprint PCS from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

17.12 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding Indemnification, Proprietary Information, Limitation of Liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

17.13 Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

17.14 Amendments and Modifications

No amendment or modification of any provision of the Agreement shall be effective unless the same shall be in writing and signed by both Parties hereto. The term "this agreement" shall include future amendments, modifications, and supplements. Any Amendment to this agreement shall be subject to approval by the Wisconsin PSC.

17.15 Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

17.16 Severability

Subject to Section 8 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

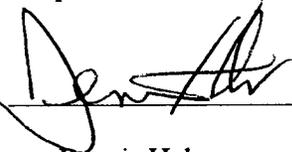
17.17 Default

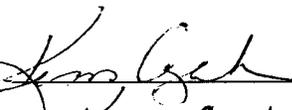
Should either Party materially default in their obligations under this Agreement, the other party shall provide written notice of that material default. If the default is not corrected within 30 days of receiving the notice, the other party may seek legal and/or regulatory relief, including the termination of this Agreement in which event it must notify the State Commission in writing.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Sprint Spectrum L.P.

Frontier Communications of Wisconsin, Inc.

By: 

By: 

Name: Dennis Huber

Name: Kim Czak

Title: Sr. Vice President Network Services

Title: Director Carrier Svcs

Date: 9/12/01

Date: 9/21/01

*Legal OK
GCS 8/8/01*

**ATTACHMENT I
INTERCONNECTION AND RECIPROCAL COMPENSATION**

Section 1. Local Interconnection

1.1 The Parties agree that the exchange of traffic on FCW's non-optional EAS routes shall be considered as Local Telecommunications Traffic. EAS routes are those exchanges within a telephone exchange's Local Calling area, as defined in FCW's general subscriber tariff as non-optional. An NXX assigned to Sprint PCS shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center.

The Interconnection Point or Points between Sprint PCS and FCW shall be made at one or more technically feasible points on FCW's network. Where interconnection is made at an FCW tandem or local tandem, Local Telecommunications Traffic for Sprint PCS customers will be to end user customers served by FCW or other carriers End Offices subtending that tandem. Where interconnection is made at an FCW host End Office, Sprint PCS Local Telecommunications Traffic will only be to end user customers of FCW served by that host End Office or its subtending remotes. Sprint PCS will be responsible for engineering and maintaining its network on its side of the IP. FCW will be responsible for engineering and maintaining its network on its side of the IP.

The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, E911 routing switches, and directory assistance/operator service switches.

Trunking arrangements shall be established as follows:

1.1.1 Separate two-way trunk groups for the exchange of Local Telecommunications Traffic.

1.1.2 Separate two-way trunk groups to be used solely for the transmission and routing of Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to Sprint PCS.

1.1.3 Separate trunks connecting Sprint PCS's switch to the E911 tandem if Sprint PCS purchases such services from FCW to be provided at applicable tariff rates. For all 911/E911 traffic originating from SPCS, it is the responsibility of SPCS and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from SPCS will be processed.

1.1.4 If a direct trunk group is under 75 percent of centum call seconds (CCS) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. Capacity will be calculated based on the busy hour for the 20 highest volume days in the previous 12 months. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives shall be maintained.

1.1.5 Where Sprint PCS interconnects with FCW by purchasing facilities from FCW and both Parties share responsibilities for the facilities, and these facilities are used for two-way traffic, the applicable FCW recurring charges for such facilities to Sprint PCS will be reduced by a percentage as shown on Attachment II – Rate Schedule. This percentage equals the percentage of traffic on such facilities which originates on FCW's network and terminates on Sprint PCS's network. The Parties agree to review the percentages used every six months. Estimates will be used in situations where actuals are unavailable. (For example, this situation will occur if the IP for FCW to Sprint PCS traffic is at the boundary of FCW's territory and the IP for Sprint PCS to FCW traffic is at the FCW switch.)

1.2 Interconnection Point ("IP")

1.2.1 IP means the physical point that establishes the technical interface, which may include a test point, and the operational responsibility associated with the physical transmission facility hand-off between Sprint PCS and FCW for the local interconnection of their networks.

1.2.2 Sprint PCS and FCW shall designate at least one IP in FCW's network in which Sprint PCS originates Local Telecommunications Traffic and interconnects with FCW. Sprint PCS will be responsible for engineering and maintaining its network on its side of the IP. FCW will be responsible for engineering and maintaining its network on its side of the IP. The Parties may establish at a technically feasible point within FCW's network multiple IPs. The Parties agree that the location of the IPs may differ for traffic in each direction.

Section 2. Reciprocal Compensation

2.1 Reciprocal Compensation only applies to the transport and termination of Local Telecommunications Traffic. For the purposes of compensation between FCW and Sprint PCS under this Agreement, Local Telecommunications Traffic is traffic that originates on one Party's Network and terminates on the other Party's network within the same MTA (based on the location of the End Office serving the FCW customer at the beginning of the call and the Sprint PCS' cell site serving the Sprint PCS customer at the beginning of the call). Such traffic includes that traffic which is delivered via a third party tandem switch. The delivery of Local Telecommunications Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. Local Telecommunications Traffic originated by Sprint PCS will be handed off to FCW at an IP. Local Telecommunications Traffic originated by FCW will be handed off to Sprint PCS at an IP

2.2 Reciprocal Compensation does not apply to non-Local Telecommunications Traffic and Exchange Access Service traffic as specifically defined in FCW's state and interstate Exchange Access Service tariffs, to the extent that said traffic does not originate on one Party's network and terminate on the other Party's network within the same MTA. To the extent that non-Local Telecommunications Traffic and Exchange Access Service traffic cannot be separately measured or identified, percent usage factors will be developed by the Parties to determine intra/InterMTA Traffic and intra/interstate traffic.

2.3 "Conversation Time" Standard: For purposes of billing compensation for the interexchange of Local Telecommunications Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings.

Usage measurement begins when the terminating recording switch receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the terminating entry switch receives or sends a release message, whichever occurs first. Any required mileage measurement shall be based on the industry standard Vertical and Horizontal Coordinate (V&H) mileage measurement process.

Section 3. Billing

3.1 The Parties will exchange billing information on a monthly basis utilizing a consistent bill date.

3.1.1 For CABS billed services provided by FCW: Each Party will prepare its bill in accordance with the OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable and provide the other Party a list of deviations for each CABS or BOS version released under the terms of this agreement for which they are non-compliant. Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and local network usage will be billed in arrears. All bills will be due when rendered and will be considered past due 30 (thirty) days after the bill date.

3.1.2 For services provided not billed under CABS, FCW will prepare its bill in accordance with its existing tariff and CLEC documentation. Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and local network usage will be billed in arrears. All bills will be due when rendered and will be considered past due either 30 (thirty) days after the bill date or on the date on the next month's bill date, whichever is soonest.

3.2 Billing Disputes

The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party will only withhold payment on any disputed amounts. Dispute resolution procedures are as shown in Section 15 of the Interconnection Reciprocal Compensation Agreement.

3.3 Late Payment Charges

If any undisputed amount due on a billing statement issued by one Party is not received by the other Party on the payment due date, then the billing Party may charge, and the billed Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of the interest rates set for in the NECA 5 FCC tariff, one and one-half percent (1 1/2%) per month or the maximum nonusurious rate of interest under applicable law. Late Payment charges shall be applied immediately and shall be included on the next statement.

Section 4 . Transit Service

4.1 "Transit Service" means delivering Local Telecommunications Traffic originated by the other Party for termination to a third party CLEC, ILEC, or CMRS provider or; delivering Local Telecommunications Traffic originated by a third party CLEC, ILEC, or CMRS provider for termination to the other Party.

4.1.1 The Parties shall compensate each other for Transit Service as follows:

4.1.1.2 The originating Party shall pay to the transiting Party a Transit Service charge as set forth in the Rate Schedule.

4.1.1.3 Each Party acknowledges that the transiting Party does not have a responsibility to pay any charges for termination of any Transit Service Traffic originating from a non-Party network.

Section 5 Signaling

5.1 The Parties will interconnect their networks using out-of-band signaling wherever possible. Common Channel Signaling System 7 ("SS7") provides out-of-band signaling for the trunking between switches in Telecommunications Carriers' networks, including ISUP for trunk signaling and TCAP for SS7-based features in the interconnection of their networks.

5.2 The Parties will provide SS7 to each other in conjunction with all one-way and two-way trunk groups supporting Local Telecommunications, Transit Service, and Toll Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of SS7 based features between their respective networks, including all CLASS features and functions deployed in the Parties' respective networks. All SS7 signaling parameters will be provided including ANI, OLI, calling party category, charge number, etc.

Section 6 Meet Point Billing Arrangements

6.1 When the Parties jointly provide switched access services to an Interexchange Carrier the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document, MECAB-006, Issue 6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. Such exchange of data shall commence on the effective date of this Agreement.

6.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Upon request, each Party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party shall implement "Multiple Bill Alternative Implementation Option One" wherein each Party bills the IXC for its portion of the jointly provided switched access services.

Section 7

Responsibilities of the Parties

7.1 The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

7.2 Each Party is individually responsible to provide facilities within its network which 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.

7.3 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service". If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required.

The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

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

7.5 Each Party is responsible for obtaining and administering NXX codes assigned to it.

7.6 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

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

7.8 Each Party shall program and update its own central office switches, tandems and network systems to recognize and route traffic to and from the other Party's assigned NXX codes.

7.9 It is agreed that each Party is responsible for the arrangement of its own Local Number Portability queries. In the event Sprint PCS passes a call requiring a query to FCW, FCW will, as the default provider, perform the query at FCW's applicable tariffed rate. FCW is permitted to recover this query cost from Sprint PCS. Prior to billing Sprint PCS, FCW will either negotiate a query rate with Sprint PCS or bill its tariffed rate.

The Parties may work together to establish a process to implement and support wireless local number portability based upon national standards.

ATTACHMENT II

RATE SCHEDULE

1. Interconnection Facilities:

See applicable Frontier Communications of Wisconsin interstate tariff for facilities and associated recurring and nonrecurring charges.

1.1 Traffic Factors:

Land-to-Mobile	.28
Mobile-to-Land	.72

2. Terminating Reciprocal Compensation Rate: **Per Terminating Conversation Minute**

Applicable rates from Effective Date of this Agreement through 12/31/01:

Land to Mobile	\$0.0015
Mobile to Land	\$0.0015
Wireline to Wireline (Land to Land) in both directions	\$0.00 (Bill and Keep)

Applicable rates from 1/1/02 through 6/30/03:

Land to Mobile	\$0.0010
Mobile to Land	\$0.0010
Wireline to Wireline (Land to Land) in both directions	\$0.00 (Bill and Keep)

Applicable rates from 7/1/03 through 7/1/04:

Land to Mobile	\$0.0007
Mobile to Land	\$0.0007
Wireline to Wireline (Land to Land) in both directions	\$0.00 (Bill and Keep)

The Agreement must be renewed to activate the date sensitive rates listed above beyond the initial term of the Agreement.

3. Transit Rate:

3.1 Transit Rate:	\$.005
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Where not provided herein, rates for services provided by either Party, shall be those set forth in filed tariffs and related documents.