

INTERCONNECTION AGREEMENT
BY AND BETWEEN
BAYLAND TELEPHONE, LLC
AND
SPRINT COMMUNICATIONS COMPANY L.P.
FOR THE STATE OF WISCONSIN

TABLE OF CONTENTS

1. TERM OF AGREEMENT 1

2. SCOPE..... 2

3. DEFINITIONS..... 2

4. BILLING AND PAYMENTS..... 3

5. AUDITS 4

6. LIMITATION OF LIABILITY 4

7. NO WARRANTIES. 5

8. INDEMNIFICATION..... 6

9. FORCE MAJEURE 7

10. NONDISCLOSURE OF PROPRIETARY INFORMATION 7

11. NOTICES 8

12. DISPUTE RESOLUTION 10

13. MISCELLANEOUS..... 10

14. INTERCONNECTION..... 12

15. COMPENSATION..... 15

16. DIALING PARITY 17

17. OFFICE CODE TRANSLATIONS..... 17

18. LOCAL NUMBER PORTABILITY..... 18

19. COORDINATION OF TRANSFER OF SERVICE 18

20. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES 19

21. 911 REQUIREMENTS 20

22. MULTIPLE COUNTERPARTS..... 21

23. ENTIRE AGREEMENT 21

This Interconnection Agreement (“Agreement”) is made effective as of the 1st day of April 2009 by and between Bayland Telephone, LLC (“Bayland”), a Wisconsin corporation with offices at 450 Security Blvd. Green Bay, Wisconsin 54313 and Sprint Communications Company L.P. (“Sprint”) a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251. Bayland and Sprint may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

BACKGROUND

The Parties are entering into this agreement under Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”).

Bayland is an incumbent local exchange carrier (“ILEC”) and Sprint is a telecommunications carrier authorized by the Public Service Commission of Wisconsin as a competitive local exchange carrier (“CLEC”) to provide local exchange service in the State of Wisconsin, including wholesale telecommunications services.

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 and applicable law.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement

- 1.1. This Agreement is effective upon signature by both parties and has an initial term of 2 years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive 1 year terms.
- 1.2. Either Party may seek to negotiate a new agreement by either:
 - 1.2.1. providing written notice at least sixty (60) days prior to expiration of the initial term or any succeeding term; or,
 - 1.2.2. upon receiving a timely notice to terminate under section 1.3, by providing a written notice to re-negotiate within (60) days of receiving such notice to terminate.
- 1.3. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than 90 days prior to expiration of the initial term or any succeeding term. If a Party responds to a timely notice to terminate with a timely notice for re-

negotiation under Section 1.2.2, this Agreement will continue in full force and effect until such new Agreement is effective through negotiation, mediation or arbitration under Section 252 of the Act.

2. Scope

- 2.1. This Agreement is for Interconnection, the exchange of Telecommunications Traffic and related services between the Parties. This Agreement may be used by Sprint to provide retail services or wholesale telecommunications services, including services using Voice over Internet Protocol. The Telecommunications Traffic Sprint delivers to Bayland is treated under this Agreement as Sprint Traffic, and all billing associated with that Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.
- 2.2. Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

3. Definitions

The following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific definition exists in the Act for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 3.1. “Act”, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (“FCC”) or the Public Service Commission of Wisconsin (PSCW).
- 3.2. “Bill and Keep” means that neither of the two interconnecting carriers charges the other for the transport and termination of Telecommunications Traffic originated by the other Party’s End User.
- 3.3. “Commission” means the Public Service Commission of Wisconsin.
- 3.4. “Dialing Parity” is as defined in the Act. (47 C.F.R 51.205).
- 3.5. “EAS Traffic” means two-way traffic that falls within the definition of “EAS” as set forth in Bayland’s applicable tariffs and the Commission’s regulatory rules and orders that is exchanged between the Parties.

- 3.6. End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or retail services using Sprint wholesale services.
- 3.7. Extended Area Service ("EAS") means a service arrangement whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 3.8. "Extended Community Calling Service" (ECC Service) means the completion of local call between a customer located in an exchange operated by Bayland and an End User located in different exchange in the same LATA, including those of local exchange carriers, not included in the EAS area of the exchange, that is either adjacent to the exchange or within 15 airline miles of the exchange in accordance with the regulations and non-optional rates set forth in Bayland's tariff.
- 3.9. "Interconnection" is as defined in the Act.
- 3.10. "Interconnection Facility" means the physical transport or transmission facility used to connect the two Parties' networks for the purpose of exchanging Traffic.
- 3.11. Local Access and Transport Area ("LATA") is as defined in the Act.
- 3.12. Point of Interconnection ("POI") means the physical location(s) designated by the Parties at which their networks meet for the purpose of exchanging traffic. Each Party shall be responsible for all costs on its respective side of the POI.
- 3.13. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a local exchange carrier for its provision of exchange services.
- 3.14. Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1).
- 3.15. Telecommunications Services is as defined in 47 U.S.C. 153(46).

4. Billing and Payments

- 4.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty days of the bill date but no less than twenty days after receipt of the bill. Any undisputed amounts not paid when due accrue interest from the date

such amounts were due at the highest rate of interest that may be charged under applicable law.

- 4.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.
- 4.3. The Parties shall be governed by applicable state and federal rules, practices and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than one hundred eighty (180) days.

5. Audits

- 5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing and other services in accordance with this Agreement.
- 5.2. Any audit will be performed as follows: (i) following at least thirty (30) Business 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.
- 5.3. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 5.4. In addition to the audit rights in Section 5.1, if Bayland uses a third-party to provide any services under this Agreement, including but not limited to 911 or directory listings, Bayland will cooperate with Sprint to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

- 6.1. The Parties will limit liability in accordance with this Section.

- 6.2. Except for damages resulting from the willful or intentional misconduct of one or both Parties, the liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 6.3. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.
- 6.4. Except in the instance of harm resulting from an intentional action or willful misconduct, neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.

7. No Warranties.

- 7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification

- 8.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) whether suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.
- 8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

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

9. Force Majeure

9.1. 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, 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 will perform its obligations at a performance level no less than that which it uses for its own operations.

10. Nondisclosure of Proprietary Information

10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information ("CPI") as those terms are defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or

proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents shall be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

10.2. Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

11.1. Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For Sprint:
Sprint
Manager, Carrier Interconnection Management
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or
Sprint
Manager, Carrier Interconnection Management
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
Phone: (913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Management Privacy Group
Mailstop: KSOPHN0312-3A318-
6450 Sprint Parkway
Overland Park, KS 66251
Phone: 913-315-9348 (overnight mail only)

For Bayland:

Bayland Telephone Company, LLC
450 Security Blvd.
Green Bay, Wisconsin 54313
Phone: 920-617-7000
Fax: 920-617-7319

With a copy to:

Bayland Telephone, LLC
2711 East Frontage Road
Abrams, Wisconsin 54101
Phone: 920-826-5215
Fax: 920-826-5911

