

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the joint request for Commission)
approval of an interconnection agreement)
between MICHIANA METRONET, INC)
and CHATHAM TELEPHONE COMPANY)
COMMUNICATION CORPORATION OF MICHIGAN,)
ISLAND TELEPHONE COMPANY,)
SHIAWASSEE TELEPHONE COMPANY, and)
WOLVERINE TELEPHONE COMPANY,)

Case No. U-14450

JOINT APPLICATION

Chatham Telephone Company, Communication Corporation of Michigan, Island Telephone Company, Shiawassee Telephone Company, and Wolverine Telephone Company (collectively, TDS Companies) and Michiana Metronet, Inc. (Michiana Metronet), hereby jointly apply to the Michigan Public Service Commission (Commission), pursuant to § 203(1) of the Michigan Telecommunications Act (MTA), MCL 484.2203(1), and § 252(e)(1) of the federal Telecommunications Act of 1996 (FTA), 47 USC 252(e)(1), for approval of a Wireless Interconnection Agreement (Agreement). In support of this Joint Application, the TDS Companies and Michiana Metronet state:

1. Michiana Metronet is a provider of Commercial Mobile Radio Service (CMRS).

2. The TDS Companies are licensed basic local exchange carriers providing service to the public in Michigan.

3. Pursuant to §§ 251 and 252 of the FTA, 47 USC 251 and 252, Michiana Metronet and the TDS Companies engaged in good faith negotiations for a Wireless Interconnection Agreement. These negotiations resulted in the completion and adoption of the Agreement, which is attached as Exhibit A to this Joint Application. This Agreement replaces and rescinds the agreement originally filed in Case No. U-14310 on October 12, 2004, which misidentified Michiana Metronet as "Continental Communications Corporation."

4. The Agreement meets all the requirements of the FTA. Pursuant to § 252(e)(1) of the FTA, the TDS Companies and Michiana Metronet jointly request expedited approval of the Agreement without any public hearing or formal solicitation of comments. No hearing is necessary under § 203 of the MTA, MCL 484.2203, nor under § 252 of the FTA.

WHEREFORE, Chatham Telephone Company, Communication Corporation of Michigan, Island Telephone Company, Shiawassee Telephone Company, Wolverine Telephone Company, and Michiana Metronet Inc., jointly request that this Commission issue an order approving the Agreement pursuant to § 203(1) of the MTA and § 252(e)(1) of the FTA.

Respectfully submitted,

CHATHAM TELEPHONE COMPANY,
ISLAND TELEPHONE COMPANY,
SHIAWASSEE TELEPHONE COMPANY,
WOLVERINE TELEPHONE COMPANY,
COMMUNICATION CORPORATION
OF MICHIGAN

MICHIANA METRONET, INC.

By: Michael C. Rampe
Harvey J. Messing (P 23309)
Michael C. Rampe (P 58189)
LOOMIS, EWERT, PARSLEY
DAVIS & GOTTING, P.C.
232 S. Capitol Ave., Suite 1000
Lansing, MI 48933-1525
(517) 482-2400

By: Jeff Shively
Jeff Shively
Sr. VP Engineering
6302 Constitution Drive
Ft. Wayne, IN 46804
(230) 760-4160

Date: February 28, 2005

Date: 2/17/2005

EXHIBIT A

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - MICHIGAN

This Agreement is entered into as of December 6, 2004, and made effective on the first day of January, 2004, between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively, "TDS TELECOM"), and Michiana Metronet, Inc. d/b/a Centennial Wireless, a Delaware corporation with its principal place of business located at 6302 Constitution Drive, Ft. Wayne, IN 46804 ("CENTENNIAL"). TDS TELECOM and CENTENNIAL are each individually a "Party" and are together the "Parties" to this Agreement.

The TDS TELECOM Companies are local exchange carriers in Michigan. CENTENNIAL is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in Michigan. TDS TELECOM and CENTENNIAL desire to interconnect on an indirect basis for the purpose of exchanging traffic between the Parties' customers. Services provided by TDS TELECOM to CENTENNIAL under this Agreement are provided pursuant to CENTENNIAL's role as a CMRS provider.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows.

SECTION I
DEFINITIONS

- "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state jurisdiction.
2. "Commercial Mobile Radio Service: ("CMRS") is defined as a mobile service that is provided for profit (i.e. with the intent of receiving compensation or monetary gain), is an interconnected service, and is available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public, or the functional equivalent of such a mobile service.
 3. "Commission" is the Michigan Utility Regulatory Commission.
 4. "FCC" is the Federal Communications Commission.
 5. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic.

6. "Interexchange Carrier" or ("IXC") means a carrier that provides or carries, directly or indirectly, InterLATA service or IntraLATA Toll Traffic.
7. "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
8. "IntraLATA Toll Traffic" means those intraLATA station calls that are outside of the local or EAS calling area as defined in the applicable TDS TELECOM tariff.
9. "Local Access and Transport Area or ("LATA") as described in the Act denotes a geographical area established for the provision and administration of communications services. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
10. "Local Exchange Carrier" or ("LEC") means any entity that is engaged in the provision of telephone exchange service or exchange access. Such term does not include an entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Traffic" for inter-carrier compensation purposes, means Wireless to Wireline and Wireline to Wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office serving the landline end-user.
12. "Major Trading Area" or ("MTA") means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. 47 C.F.R. §24.202(a).
13. "Mobile Switching Center" or ("MSC") is a switching facility that 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 connect and switch trunk circuits within the wireless network and between the wireless network and the public switched network for wireless traffic by a CMRS provider.
14. "Non-Local Traffic" for inter-carrier compensation purposes means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office serving the TDS TELECOM landline end-user.
15. "Rate Center" as defined by NANC and used in this Agreement means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges.

16. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.
17. "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
18. "Wireline" is telecommunications services provided by TDS TELECOM or other Non-CMRS Telecommunications Carrier.

SECTION II SCOPE OF AGREEMENT

This Agreement sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection for use by CENTENNIAL only in association with CMRS services and compensation for the exchange of traffic between TDS TELECOM and CENTENNIAL for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between CENTENNIAL subscribers and TDS TELECOM end-users associated with the provision of two-way voice services. The Wireless Interconnection arrangements described herein will not be used by CENTENNIAL to terminate other types of traffic on TDS TELECOM's network. Other Interconnection arrangements are covered by separate contract, tariff or price lists. Calls to and from TDS TELECOM and CENTENNIAL end user customers that utilize the facilities of an Interexchange Carrier (IXC) at any point during the call are specifically excluded from this Agreement.

SECTION III TRAFFIC EXCHANGE

CENTENNIAL and TDS TELECOM agree to exchange traffic with one another by transiting such traffic through third party LEC tandems. Each Party shall be financially and operationally responsible for the entire cost of providing the trunks from its network to the point of interconnection for local calls which that Party originates. The point of interconnection for the exchange of local traffic shall be the existing meet-point between TDS TELECOM and the third party tandem operator. Either Party shall be allowed to establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

SECTION IV Billing

Each Party shall bill the other for Local Traffic which the billing Party terminates to its own customers and which were originated by the billed Party using the applicable Reciprocal Compensation rates and billing procedures set forth on the attached Appendix A, which is incorporated by reference. For originating and terminating Non-Local Traffic, each Party shall pay the other TDS TELECOM's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use

basis, which are set out in TDS TELECOM's applicable Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed to CMRS provider at the standard rate for those services. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its end-users.

- 2 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. However, recognizing that the Parties cannot currently measure incidental Non-Local (interMTA) traffic delivered over the local interconnection trunk group(s), the Parties agree to use the InterMTA percentage set forth in Appendix A as a surrogate method of classifying and billing traffic. The Parties explicitly recognize that the InterMTA percentage provided in this Agreement is based on the specific network configuration of the two Parties, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate Non-Local Traffic, directly or indirectly, in such a fashion as to make the calls appear as Local Traffic for compensation purposes.

- 3 The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Neither Party shall bill the other for traffic that is more than one (1) year old.

SECTION V OFFICE CODE TRANSLATIONS

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, in all areas where CENTENNIAL's service area overlaps the service area of an incumbent LEC, CENTENNIAL shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. The Parties shall assign whole NPA-NXX codes to each Rate Center unless the industry adopts alternative methods of utilizing NXXs in a manner adopted by the NANPA (i.e. 1000-block pooling). The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service and either own or lease facilities for the provision of such service. If CENTENNIAL decides to obtain NPA-NXX(s) associated with a TDS TELECOM Rate Center in Michigan, CENTENNIAL shall notify TDS TELECOM and the Parties shall amend this Agreement as needed to address such traffic.

SECTION VI INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either Party.

SECTION VII LIABILITY

A.

Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified Party.

B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including

those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of 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 applicable tariff(s) of the 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 occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION VIII
INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) 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. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

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. 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. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

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 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.

**SECTION IX
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, 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. 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.

**SECTION X
NON-DISCLOSURE**

The Parties agree that it may be necessary to exchange 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 and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Recipient shall have 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. 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 shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

**SECTION XI
ATTORNEY'S FEES AND COURT COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

**SECTION XII
TERM OF AGREEMENT**

This Agreement shall commence on the effective date stated on the first page, and shall have an initial term of one (1) year provided that either Party shall have the right to terminate this Agreement with or without cause on sixty (60) days notice. This Agreement shall renew automatically for successive one (1) year periods, unless terminated as provided above

**SECTION XIII
THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

**SECTION XIV
GOVERNING LAW, FORUM, AND VENUE**

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Michigan. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved before the Michigan Regulatory Commission or in state or federal court in Michigan.

In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

**SECTION XV
ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION XVI

NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CENTENNIAL to:

Business Name: Centennial Communications Corp.
Mailing Address: 3349 Rt. 138 Bldg. A
Shipping Address:
City/State/Zip Code: Wall, NJ 07719
Attention: Bill Roughton
Contact Phone Number: 732/556-2252

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CENTENNIAL to:

Business Name: Centennial Communications Corp.
Mailing Address:
Shipping Address: 6302 Constitution Drive
City/State/Zip Code: Ft. Wayne, IN 46804
Attention: Kim Van Dellen
Contact Phone Number: 260/760-4176

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)
Attention: Carrier Relations
Contact Phone Number: (865) 966-4700

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Carrier Service Center

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

CENTENNIAL shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XVII
ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XVIII
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

TDS Telecommunications Corporation, (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)

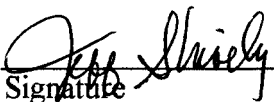

Signature _____ 1/12/05 (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

Michiana Metronet Inc. d/b/a Centennial Wireless


Signature _____ 12/15/04 (Date)

Printed name and title:

Jeff Shively

52. V.P. - Engineering

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (Michigan Cos.) and Michiana Metronet Inc. d/b/a Centennial Wireless effective the first day of January, 2004 relating to the exchange of Local Traffic.

APPENDIX A

Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

<u>CENTENNIAL AND TDS TELECOM</u>	<u>\$/MOU</u>
Chatham Telephone Company	0.021698
Communication Corporation of Michigan	0.013472
Island Telephone Company	0.040973
Shiawassee Telephone Company	0.017615
Wolverine Telephone Company	0.015993
InterMTA Factor	2%

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by CENTENNIAL and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing CENTENNIAL for traffic terminating to TDS TELECOM. CENTENNIAL may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to CENTENNIAL. This report information may be used by CENTENNIAL for invoicing TDS TELECOM for terminating traffic to CENTENNIAL.

If CENTENNIAL elects not to order a traffic report from the tandem operator, the parties agree to the following principles for billing terminating usage to one another:

TDS TELECOM shall bill for 100% of the traffic originated by CENTENNIAL and terminated to TDS TELECOM.

2. COMPANY shall calculate estimated TDS TELECOM terminating traffic to COMPANY and bill TDS TELECOM for 30% of MOU in 1. above.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) month's bills where actual billing data was available.