

**WIRELESS INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT**

**Between**

**WINN TELECOM**

**And**

**MICHIANA METRONET D/B/A CENTENNIAL WIRELESS**

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## **I. Article I**

### **1. Introduction**

This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_ 2005 (the “Effective Date”), by and between Winn Telecom (“WINN”) with offices at 402 N. Mission, Suite 1 , Mt. Pleasant, MI 48858 and Michiana Metronet d/b/a Centennial Wireless, (“Centennial”) with offices at 6302 Constitution Dr., Ft. Wayne, IN 46804. Hereinafter, “Party” means either WINN or Centennial and “Parties” means WINN and Centennial.

### **2. Recitals**

WHEREAS, Centennial is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”) and provides such service to its end user customers within the state of Michigan;

WHEREAS, WINN and CENTENNIAL exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, WINN certifies that it is a rural telephone company and provides service to its end user customers within the state of Michigan.

WHEREAS, Sections 251 and 252 of the “Act”, have specific requirements for Interconnection, and the Parties intend that this Agreement meets the applicable requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WINN and CENTENNIAL hereby agree as follows:

## **II. Article II**

### **1. Definitions**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 “Act” means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended.
- 1.2 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3 “Central Office Switch” means an WINN switch used to provide Telecommunications Services, including, but not limited to:
- (a) “End Office Switch” is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.
- (b) “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a host office. Local-switching capabilities may be resident in a remote end office switch.
- (c) “Host Office Switch” is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
- (d) “Tandem Office Switch” is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an Interexchange Carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.
- A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.4 “Commercial Mobile Radio Services” or “CMRS” has the meaning given to the term in the Part 20, FCC Rules
- 1.5 “Commission” means the Public Service Commission of Michigan.
- 1.6 “Effective Date” means the date first above written.
- 1.7 “FCC” means the Federal Communications Commission.

- 1.8 “Interconnection” has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.
- 1.9 “Interexchange Carrier” or “IXC” means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 1.10 “InterLATA Service” means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.11 “IntraLATA Toll Traffic,” means those intraLATA station calls that are not defined as Telecommunications Traffic in this Agreement.
- 1.12 “Local Access and Transport Area” or “LATA” means a contiguous geographic area –
- (a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
- (b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)
- 1.13 “Local Service Area” means, for CENTENNIAL originated traffic, Major Trading Area Number 5 and for WINN originated traffic, its local calling area contained in WINN’s then current General Subscriber Service Tariff.
- 1.14 “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.15 “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202(a).
- 1.16 “Mobile Service” means a radio communication service carried on between mobile stations or receivers and land stations, and by Mobile Stations communicating among themselves, and includes (a) both one-way and two-way radio communication services, (b) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (c) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding.

- 1.17 “Mobile Station” means a radio-communication station capable of being moved and which ordinarily does move.
- 1.18 “Mobile Switching Center” or “MSC” means CMRS Provider's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to, from and among its end users and other telecommunications companies.
- 1.19 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).
- 1.20 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.21 “Party” means either WINN or CENTENNIAL, and "Parties" means WINN and CENTENNIAL.
- 1.22 “Point of Interconnection” (“POI”) means that technically feasible point of demarcation where the exchange of traffic between two carriers takes place.
- 1.23 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.24 “Reciprocal Compensation” means the arrangement for recovering, in accordance with §251(b)(5) of the Act and other applicable FCC orders and regulations, costs incurred for the transport and termination of Telecommunications Traffic originated on one Party's network and terminating on the other Party's network.
- 1.25 “Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 1.26 “Telecommunications Traffic” is traffic that is originated and terminated between a LEC and a CMRS provider within the same Major Trading Area (MTA).
- 1.27 “Transiting Traffic” is traffic that originates from one provider’s network, “transits” one or more other provider’s network substantially unchanged, and terminates to yet another provider’s network.

- 1.28 “Transport” means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called Party, or equivalent facility provided by Third Party Provider.
- 1.29 “Type 1 Interconnection” is a connection between a WINN end office and CENTENNIAL’s point of termination.
- 1.29 Type 2A Interconnection is a connection between a WINN access tandem or local tandem to an CENTENNIAL point of termination. The CMRS switch functions as an end office.
- 1.30 “Type 2B Interconnection is a connection between a WINN end office and CENTENNIAL’s point of termination.

## **2.0 Interpretation and Construction**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third Party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 Scope**

3.1 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of CENTENNIAL and the LEC network of WINN for purposes of exchanging of traffic, provided that the service provided by CENTENNIAL to its customer is a two-way Mobile Service as defined in 47 U.S.C. §153(27).

3.2 CENTENNIAL represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. Area [5]. CENTENNIAL’s NPA/NXXs are listed in Telcordia’s Local Exchange Routing Guide (“LERG”) for Operating Company Number (“OCN”) [6629] and [938C] in the state of Michigan.

- 3.3 This Agreement is limited to WINN end user customers' traffic for which WINN has tariff authority to carry. WINN NPA/NXX(s) are listed in the LERG under OCN [0127], in the state of Michigan [31].
- 3.4 The Parties agree that the exchange of traffic on WINN's extended area calling service (EAS) routes shall be considered Local Service Area Traffic. An NXX assigned to CENTENNIAL shall be included in any EAS calling scope, or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within WINN's exchange's Local Calling Area, as described in WINN's then current General Subscriber Service Tariff.

#### **4.0 Notice of Changes**

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) day's advance written notice of such change to the other Party.

#### **5.0 General Responsibilities of the Parties**

- 5.1. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 5.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers. Centennial will be responsible for all Centennial bound traffic transported by WINN beyond WINN's calling scope area.
- 5.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 5.4 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.
- 5.5 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks, for connecting CENTENNIAL to the WINN

SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards.

- 5.6 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network.

## **6.0 Term and Termination**

- 6.1 Subject to the provisions of Sections 12, the initial term of this Agreement shall be a one-year term ("Term") which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month to month basis, until replaced by another agreement or terminated by either Party upon (ninety) 90 days written notice to the other Party. Moreover, the Agreement can be terminated by either party before or after the expiration of the initial term upon (ninety) 90 days written notice to the other Party.

- 6.2 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations as set forth above;
- (b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

- 6.3 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

## **7.0 Cancellation Charges**

Except as provided herein, no cancellation charges shall apply.

## **8.0 Non-Severability**

- 8.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 8.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

## **9.0 Indemnification**

9.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 11.3).

9.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will 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.

(4) Neither Party shall accept the terms of a settlement that involves or effects the rights or obligations of the other Party in any matter without the other Party's approval.

#### **10.0 Auditing Procedures**

10.1 Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The audit shall be accomplished during normal business hours. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

10.2 Each Party may request copies of the billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

#### **11.0 Limitation of Liability**

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

11.2 Except as otherwise provided in Section 9.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

11.3 Except as otherwise provided in Section 9.0, no Party will 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.

#### **12.0 DISCLAIMER**

**EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS**

**TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.**

**13.0 Regulatory Approval**

Upon execution of this Agreement, WINN shall file with the appropriate state or federal regulatory agency pursuant to the requirements of Section 252 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**14.0 Pending Judicial Appeals and Regulatory Reconsideration**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

**15.0 Most Favored Nation Provision**

In accordance with Section 252(i) of the Act, CENTENNIAL shall be entitled to obtain from WINN any Interconnection/Compensation arrangement provided by WINN to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

## 16.0 Miscellaneous

### 16.1 Authorization

16.1.1 WINN is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.1.2 CENTENNIAL Communications is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

16.3 Independent Contractors. Neither this Agreement, nor any actions taken by CENTENNIAL or WINN in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CENTENNIAL and WINN, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by CENTENNIAL or WINN in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third Party liability between CENTENNIAL and WINN end users or others.

16.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. In the event of such delay, the delayed 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 the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of telecommunications services above that of the affected Party. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

## 16.5 Confidentiality.

- 16.5.1 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, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) 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 by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. 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, upon advice of counsel, only in accordance with Section 16.5.2 of this Agreement.
- 16.5.2 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 seek appropriate protective relief from 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.
- 16.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts,

including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 16.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

- 16.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption.

- 16.8 Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third Party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

- 16.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall

not be construed as a continuing or future waiver of such term, condition, right or privilege.

16.10 Notices.

16.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be delivered to the following locations.

<b>CENTENNIAL WIRELESS</b>	<b>WINN TELECOM</b>
<p>CENTENNIAL WIRELESS 6302 Constitution Dr. Ft. Wayne, IN 46804</p> <p>Attn: Bob Millspaugh</p>	<p>WINN TELECOM 402 N. Mission, Suite 1 Mount Pleasant, Michigan 48858</p> <p>Attn: Larry Neeper</p>
<p>With a copy to : Legal Department</p> <p>CENTENNIAL WIRELESS 3349 Route 138, Building A Wall, NJ 07719</p>	

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

16.10.2. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For WINN:

Contact Number: (989) 779-9800

For CENTENNIAL:

Contact Number: (260)-760-4176

Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

16.10.3 Each Party will provide to the other Party an escalation list for the repair center, ordering and provisioning center and the account management team.

16.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall 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.

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

16.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-Party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

16.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

16.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an each Party.

#### 17.0 Dispute Resolution

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.1. Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, 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 Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below 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 discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 17.2. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within one hundred twenty (120) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 17.3. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

CENTENNIAL WIRELESS

WINN TELECOM

Jeff Shively

Larry Neeper

Name (print or type)

Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Senior Vice President – Engineering

Manager

## ATTACHMENT I

**1.0 Description of Arrangements.** This Agreement provides for the following interconnection and arrangements between the networks of WINN and CENTENNIAL.

**1.1 Direct Interconnection.**

The Parties will directly connect to each other when interconnection facilities are established utilizing a type 2A or type 2B two-way facility. Both Parties will accept this traffic subject to the compensation arrangements as outlined in Attachment I, Section 2 below. These facilities will be provided with SS7 signaling.

**1.2 Indirect Traffic.**

To the extent that CENTENNIAL and a Transiting Carrier or WINN and a Transiting Carrier have entered into or may enter into contractual arrangements for the delivery of traffic for termination to the other Party's customers, both Parties will accept this traffic subject to the compensation arrangements as outlined in Attachment I, Section 2 below.

**2.0 Compensation**

**2.1 Traffic Subject to Reciprocal Compensation.**

Reciprocal Compensation is applicable for Transport and termination of Telecommunications Traffic as defined in Section 1.26 and is related to the exchange of traffic described in Attachment I, Section 1.0 above. For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon actual usage recorded or records/reports provided by the transiting carrier may be the basis for billing. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated and rounded to a whole minute. Billing for Telecommunications Traffic shall be based on the aggregated measured usage plus usage from reports provided by the transiting carrier less traffic that is Non Local Traffic.

The rate for Reciprocal Compensation for WINN shall be:

Local Switching	\$0.0207 per minute
Tandem Switched Facility	\$0.000540 per minute per mile.
Tandem Switched Termination	\$0.0017 per minute.

The rate for Reciprocal Compensation for CENTENNIAL shall be: \$0.0207 per minute

## 2.2 Traffic Subject to Switched Access Compensation.

Parties agree that traffic recorded as Telecommunications Traffic, may originate or terminate in another MTA, and would be subject to Switched Access Compensation.

Switched Access Compensation is applicable to all traffic not subject to Reciprocal Compensation exchanged between WINN and CENTENNIAL, to the extent that such traffic is not handed off to an IXC. Since WINN does not provide toll service, Centennial is the responsible party for all switched access and CENTENNIAL shall compensate WINN at WINN's Switched Access rates for all such traffic, as outlined in WINN's Switched Access Tariff.

## 2.3 Calculation of Payments and Billing.

2.3.1 WINN shall compensate CENTENNIAL for Telecommunications Traffic that is delivered by WINN to CENTENNIAL as prescribed and at the rate provided in Attachment I, Section 2.1, above. CENTENNIAL will compensate WINN for Telecommunications Traffic delivered to WINN for termination to its customers, as prescribed and at the rate provided in Attachment I, Section 2.1, for traffic not subject to Reciprocal Compensation exchanged between CENTENNIAL and WINN, as prescribed and at the rates provided in Attachment I, Section 2.2.

2.3.2 CENTENNIAL shall prepare a monthly billing statement to WINN, reflecting the calculation of Reciprocal Compensation and Access Compensation due CENTENNIAL. WINN shall prepare a monthly billing statement to CENTENNIAL which will reflect the calculation of Reciprocal Compensation and Access Compensation due WINN.

2.3.3 If WINN has no way of measuring the Non-Local Traffic, both Parties agree to use a default factor of 5% as an estimate of traffic not subject to reciprocal compensation. The actual recorded usage shall be the basis for billing, when available and verifiable, and will be based on WINN's intrastate access tariff.

2.3.4 Where indirect or direct interconnection facilities are used for traffic exchange between the Parties, the recurring charges for such facilities billed by WINN shall be reduced by an agreed upon percentage representing the estimated or actual percentage of Telecommunication Traffic exchanged between the Parties over such facilities that originate on WINN's network by WINN's customers. This percentage is referred to as the Traffic Factor. Upon review by one of the Parties and, if warranted by the actual usage, a notification will be sent to the other Party outlining the percentage change and implementation date. Supporting documentation for the percentage change will be provided. The initial percentage shall be:

- a) Landline to Wireless 20%
- b) Wireless to Landline 80%

### **3.0 Dispute Resolution**

#### **3.1 Notice of Disputes**

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the “Dispute Notice”). Billing disputes must be submitted on the Billing Dispute Form contained in Attachment II or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

##### **3.1.1 Billing Disputes**

The disputing Party must submit billing disputes (“Billing Disputes”) to the billing Party on the Billing Dispute Form contained in Attachment II by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party’s bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 3.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

3.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

3.1.1.1.1 If the dispute is not resolved within sixty (60) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. If the dispute is not resolved

within one hundred and twenty (120) calendar days of the receipt of the Dispute Form, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms.

3.1.1.1.4 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 3.1.1.1.

3.1.1.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 3.1.1.3 below. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

3.1.1.3 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Michigan's applicable law. Undisputed amounts shall be paid by the due date of the invoice from the Billing Party.

3.1.1.4 For purposes of this subsection 3.1.1, a billing dispute shall not include the refusal to pay other amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 3.1.1.

3.1.1.5 Once the billing dispute has been processed in accordance with this subsection 3.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

3.1.1.6 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

**4.0 Billing Notices**

4.1 All bills rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

<b>CENTENNIAL WIRELESS</b>	<b>WINN TELECOM</b>
CENTENNIAL CELLULAR CORPORATION 6302 Constitution Dr. Ft. Wayne, IN 46804  Attn: Kim Van Dellen	WINN TELECOM 402 N. Mission St., STE 1 Mt. Pleasant, MI 48858  Attn: Larry Neeper

4.2 All bill inquiries by one Party to the other Party under this Agreement shall be directed to the following locations.

<b>CENTENNIAL WIRELESS</b>	<b>WINN TELECOM</b>
Wholesale Billing Services  Kim Van Dellen  Phone Number: 1-260-760-4176  Email: <a href="mailto:kimvandellen@centwire.com">kimvandellen@centwire.com</a>	WINN TELECOM  Larry Neeper  Phone Number: 989-779-9800  Email: <a href="mailto:larryn@winntel.com">larryn@winntel.com</a>

4.3 Each Party will provide to the other Party an escalation list for their respective billing department and the appropriate department with the authority to issue payment on a bill.

## ATTACHMENT II – PAPER DISPUTE TEMPLATE

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	25. Dispute Desc:	
23. Billed Amount: \$ _____				
26. Disputed Amount: \$		29. Dispute Bill Date From:		
27. Disputed Amount Withheld: \$		Dispute Bill Date Thru:		
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:			31. Rate:      Billed              Correct	
<b>Factor Information:</b> 32. PIU: Billed              Correct 33. PLU: Billed              Correct 34. BIP: Billed              Correct 35. Other Factors: Billed              Correct		36: Jurisdiction <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local	37. Mileage: Billed              Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40: State: 41: LATA:	
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON:		48. TN/All:		
43. SON:		49. Point Code:		
44. EC Circuit ID:		50. USOC Quantity:		
45. Circuit Location:		51. Two-Six Code:		
46. IC Circuit ID:				
47. CFA : _____				
52. Facilities From Date:		Thru Date:		

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date:                      Thru Date:		
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:		
66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: \$	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: \$	77. Amount Credited: \$	
78. Bill Section Adjustment will appear on: OC&C ____ Adjustment ____		
79. Resolution remarks:		