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IDAHO PUBLIC
UTILITIES COMMISSION

September 22, 2005

Pot-T-05-01

Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
472 W. Washington Street
PO Box 83720
Boise, ID 83720-0074

RE: Case No. ~~TDS-T-05-01~~
Application of TDS Telecommunications Corporation for Approval of a Negotiated Wireless Traffic Exchange Agreement with Cingular Wireless.

Dear Ms. Jewell:

TDS Telecommunications Corporation (TDS) as an agent for Potlatch Telephone Company, Inc., has entered into a voluntary wireless traffic exchange agreement with Cingular Wireless. An original plus three (3) Copies of the agreement have been enclosed for filing with this Commission.

TDS respectfully requests approval of this agreement as filed.

If you have questions regarding this agreement, please contact Linda Lowrance of TDS at (865)671-4758 or myself at (503)656-8399. Thank you in advance for your assistance in this matter.

Sincerely,

Gail M. Long
Manager, External Relations

Enclosure

Cc: Linda Lowrance – TDS Telecom
Susan Riley – Cingular Wireless

PO BOX 1566
OREGON CITY, OR 97045-1566

OFFICE: 503.656.8399
FAX: 503.656.8660

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TDS Telecom Western Region
LaCenter, Washington

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UTILITIES COMMISSION

Pot-T-05-01
~~TDS-T-05-01~~

WIRELESS TRAFFIC EXCHANGE AGREEMENT

Between

TDS TELECOMMUNICATIONS CORPORATION

And

CINGULAR WIRELESS LLC

Dated June 1, 2005

WIRELESS TRAFFIC EXCHANGE AGREEMENT
Idaho

This Wireless Traffic Exchange Agreement (the "Agreement") is made effective on the 1st day of June, 2005, between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively "TDS TELECOM"), and Cingular Wireless LLC, on behalf of New Cingular Wireless PCS, LLC, a Delaware corporation, with offices at Glenridge Highlands Two, 5565 Glenridge Connector, Atlanta, GA 30342 ("Cingular"). TDS TELECOM and Cingular are each individually a "Party" and are together the "Parties" to this Agreement.

TDS TELECOM is an authorized Incumbent Local Exchange Carrier and Cingular is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in the state of Idaho. TDS TELECOM and Cingular desire to interconnect their networks for the purpose of exchanging traffic between the Parties' customers. Services provided by TDS TELECOM to Cingular under this Agreement are provided pursuant to Cingular's role as a CMRS provider.

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

SECTION I
DEFINITIONS

1. "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" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

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) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

11. "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. The Parties acknowledge that some of the Cingular OCNs currently cannot measure traffic based on cell site sector.

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 Wireless to Wireline and Wireline to Wireless calls which originate and terminate in different MTAs 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. The Parties acknowledge that Cingular currently cannot measure interMTA traffic based on cell site sector.

15. "Point of Connection" or ("POC") is a physical location where Cingular is interconnected (directly or indirectly) with TDS TELECOM.

16. "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.

17. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.

18. "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).

19. "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 Cingular only in association with CMRS services and compensation for the exchange of traffic between TDS TELECOM and Cingular for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between Cingular subscribers and TDS TELECOM end-users associated with the provision of two-way services. The Wireless Interconnection arrangements described herein will not be used by Cingular to terminate other types of traffic on TDS TELECOM's network. Other Interconnection arrangements are covered by separate contract, tariff or price lists.

SECTION III
INTERCONNECTION

Direct Interconnection:

1. At Cingular's request, TDS TELECOM and Cingular will physically interconnect their facilities at a TDS Telecom office or another mutually agreed upon Point of Connection at a technically feasible point on TDS Telecom's network, and interchange traffic between their respective customers. Such interconnection will be in accordance with the service, operating and facility arrangements set forth hereunder.

2. Depending upon Cingular's needs and the technical capability and location of TDS TELECOM's switches, various Wireless Interconnections and services

arrangements are possible. Wireless Interconnection and service arrangements are described in Bellcore GR-145-CORE and Telcordia Notes on the Networks, SR-2275.

3. Type 2A Interconnection Service provides a trunk-side connection between a TDS TELECOM host or tandem office and a CMRS provider's Point of Connection. It is used for the exchange of Local Traffic. Type 2A Interconnection Service provides access to TDS TELECOM customers served via the host/tandem office and remote or subtending end-offices. Type 2A interconnection service may be optioned for common channel signaling service using Signaling System 7 ("CCS7") protocols.

4. Type 2B Interconnection Service provides a trunk-side connection between a TDS TELECOM end-office and a CMRS provider's Point of Connection. It is used only for the exchange of Local Traffic between Cingular and TDS TELECOM. Type 2B Interconnection Service provides access to the TDS TELECOM customers served by the end-office. Type 2B interconnection service may be optioned for common channel signaling service using Signaling System 7 ("CCS7") protocols.

5. Interconnection service is ordered using uniform order request forms. All service requests must be submitted on the TDS TELECOM Wireless Service Request ("WSR") form or other industry standard ordering document.

6. Cingular shall provide its own facilities and transport for the delivery of traffic to and from its Mobile Switching Center (MSC) to a mutually acceptable Point(s) of Connection for interconnection to the TDS TELECOM network. Alternatively, Cingular may purchase required facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff.

7. The Point(s) of Connection between TDS TELECOM and Cingular are defined in Appendix B, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and Cingular from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial, in which case, Appendix B shall be amended to reflect such additional arrangements.

8. Each Party shall construct, equip, maintain and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time to time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.

9. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks.

10. Two-way local interconnection trunk group(s) shall be established between the Parties for the exchange of the Local Traffic. Two-way trunking will be jointly provisioned and maintained. Overflow from either end of the direct local interconnection trunk group may be alternately routed to the appropriate access tandem.

Indirect Interconnection:

1. The Parties agree that all traffic not exchanged via direct interconnection shall be exchanged by transiting such traffic through third party LEC tandems. The default point of interconnection for the exchange of indirect traffic shall be the existing meet-point between TDS TELECOM and the third party tandem operator. Each Party shall be financially and operationally responsible for the entire costs of providing facilities from its network to the point of interconnection.

2. 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. TDS TELECOM shall have no responsibility for delivering traffic to a point of interconnection located at any point outside of a TDS TELECOM local exchange area or beyond the TDS TELECOM service area boundary.

SECTION IV
BILLING

1. 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 set forth on the attached Appendix C, which is incorporated by reference. Except for calls handed to an IXC, 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 are the preferred method of classifying and billing traffic. However, recognizing that the Parties cannot currently measure incidental Non-Local (interMTA) traffic delivered over local interconnection trunk group(s), the Parties agree to use the InterMTA percentage set forth in Appendix C 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. Should either Party become aware that actual InterMTA traffic is varying materially and consistently from the negotiated interMTA traffic percentage, either Party can request to renegotiate a mutually agreeable, revised percentage.

3. Where Local Traffic is exchanged between the Parties indirectly via a third party tandem, TDS TELECOM shall obtain usage records or a monthly traffic distribution report either from the tandem operator summarizing traffic originated by Cingular and terminating to TDS TELECOM. TDS TELECOM shall bill for 100% of the traffic originated by Cingular and terminated to TDS TELECOM. Cingular may bill TDS TELECOM for Local Traffic that is originated by TDS TELECOM and terminating to Cingular estimated by the following formula: Total Local Traffic billed by TDS TELECOM, divided by 0.70 (seventy percent) and then multiplied by 0.30 (thirty percent). The Parties agree to accept the usage data or traffic distribution report from the tandem operator and the foregoing calculation as an accurate statement of traffic exchanged between the Parties. Alternatively, either Party may elect to measure actual terminating traffic through its own recording equipment and utilize these measurements in place of the traffic data from the tandem operator.

4. 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.

5. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the effective date of the statement. The billed Party shall pay a late charge on any undisputed charges that have been billed that are greater than forty-five (45) days old. The rate of the late charge shall be 1.5% per month. The billed Party shall pay the billing Party the

reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees.

6. From the effective date of this Agreement, all charges under this Agreement shall be billed within one year from the time the charge was incurred; unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

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.

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 Cingular decides to obtain additional NPA-NXX(s) associated with a TDS TELECOM Rate Center, Cingular 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.

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.

Except for breaches of confidentiality obligations in this agreement , each Party's liability for each claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month and state during which the claim arose.

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
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.

Notwithstanding the foregoing, the non-defaulting Party may terminate this Agreement, in whole or in part, in the event of a default by the other Party, provided that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of the written notice thereof.

If upon expiration or termination either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. The rates, term, and conditions applying during the interim period between the termination of this contract and the effective date of the successor contract shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement.

SECTION XII
DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. After such forty-five (45) day period, either Party may file a complaint or petition with the Commission or the FCC at any time.

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

This Agreement will be deemed a contract made under and will be construed, interpreted and enforced in accordance with the Communications Act of 1934, as amended, and to the extent federal law is inapplicable, to the laws of the State of Idaho and will be subject to the concurrent jurisdiction of the Federal Communications Commission and the courts, public service commission, and other agencies in that State.

In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that 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 to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

SECTION XV
ENTIRE AGREEMENT

This Agreement includes and incorporates herein all accompanying Attachments, Appendices, and Addenda. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This Agreement is a result of negotiation between the Parties, and it was jointly drafted by both Parties. This Agreement may not be modified except in writing signed 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 or overnight courier, whichever is sooner, in the case of Cingular to:

Business Name:	Cingular Wireless
Mailing Address:	5565 Glenridge Connector
Mailstop:	Suite 1520
City/State/Zip Code:	Atlanta, GA 30342
Attention:	Sr. Interconnection Mgr.

With a copy to:

Cingular Wireless
Legal Dept.
Attn: Senior Network Counsel
16331 NE 72nd Way (RTC 1)
Redmond, WA 98052

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

ID	6672 /6010	Cingular Wireless WTC2-2 Attn: Network Auditor (ID) PO Box 97059 8645 - 154th Avenue NE Redmond, WA 98052

or to such other location as Cingular may direct in writing.

Notices shall be effective when received or within three (3) business days of being sent via first class mail or overnight courier, 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

With a copy to:

Business Name:	TDS Telecommunications Corporation
Mailing Address:	P. O. Box 5366
City/State/Zip Code:	Madison, WI 53705-0366
Attention:	Grant B. Spellmeyer, Regulatory & Corporate Counsel

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.

Cingular shall ensure bills and payments reference the specific TDS TELECOM company name(s) or OCN(s) for which traffic is being billed or paid.

TDS TELECOM shall ensure bills and payments reference the specific company name(s) or OCN(s) and states for which traffic is being billed.

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
BUSINESS RECORDS

Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purposes is limited to data not in excess of twenty-four (24) months old. The Party requesting a verification review shall fully bear its own

costs associated with conducting a review. The Party being reviewed will provide reasonable access to necessary and applicable information during normal business hours at no charge to the reviewing Party.

SECTION XIX
REGULATORY APPROVALS

Although this Agreement may be executed by both Parties, to the extent that any federal or state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature until the first business day after such approval has been obtained. Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained.

SECTION XX
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The Parties acknowledge that TDS TELECOM may be 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 8/30/05 (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

Cingular Wireless LLC on behalf of licensees

Michael F. Van Weelden 8-25-05
Signature (Date)

Printed name and title:

Michael F. Van Weelden

Director SCM- Network

Signature Page to Wireless Traffic Exchange Agreement between TDS Telecommunications Corporation (ID cos.) and Cingular Wireless dated the 1st day of June, 2005 relating to the exchange of Local Traffic.

APPENDIX A
TDS Telecommunications Corporation Subsidiaries and Affiliates

OCN	COMPANY	ST
2230	POTLATCH TELEPHONE CO., INC.	ID

Appendix B
Point(s) of Connection

No direct Interconnection at this time.

Appendix C
Rates and Factors

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:

Reciprocal Compensation Rates	**$/MOU**
Transport and Termination:	0.01595
InterMTA Percentage	0%