RECEIVED
FILED
2006 JAN 17 PM 2:17
IDAHO PUBLIC
UTILITIES COMMISSION

January 12, 2006

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

RE: Case No. Pot-T-06-01
Application of TDS Telecommunications Corporation for Approval of a Negotiated Wireless Traffic Exchange Agreement with T-Mobile.

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 T-Mobile. 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
Marin Fettman – T-Mobile

PO BOX 1566
OREGON CITY, OR 97045-1566

OFFICE: 503.656.8399
FAX: 503.656.8660

RECEIVED
FILED
2006 JAN 17 PM 2:17
IDAHO PUBLIC
UTILITIES COMMISSION

Pot-T-06-01

MULTI-STATE

WIRELESS TRAFFIC EXCHANGE AGREEMENT

Between

TDS TELECOMMUNICATIONS CORPORATION

and

T-Mobile USA, Inc.

Dated January 1, 2005

MULTI-STATE WIRELESS TRAFFIC EXCHANGE AGREEMENT

This Wireless Traffic Exchange Agreement (the "Agreement") is made effective on the 1st day of January, 2005 ("Effective Date"), between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively "TDS TELECOM"), a Delaware corporation with offices at 525 Junction Road, Madison, WI 53717, and T-Mobile USA, Inc. and its Affiliates, a Delaware corporation, with offices at 12920 SE 38th Street, Bellevue, WA 98006 (collectively, "T-Mobile"). TDS TELECOM and T-Mobile are each individually a "Party" and are together the "Parties" to this Agreement.

For each of the states identified in Appendix A, TDS TELECOM is an authorized Local Exchange Carrier and T-Mobile is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in said states. TDS TELECOM and T-Mobile desire to interconnect their networks for the purpose of exchanging traffic between the Parties' customers in a technically and economically efficient manner.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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.

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. "Interconnection Facilities" are the facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Local Telecommunications Traffic between the TDS TELECOM switch or other POC and the T-Mobile MSC or other POC.

7. "Intermediary Traffic" is Local Telecommunications Traffic that is delivered to or from one Party, through the network of the other (intermediary) Party, for delivery to or from a third-party Local Exchange Carrier or other telecommunications carrier.

8. "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.

9. "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.

10. "Local Telecommunications Traffic" for inter-carrier reciprocal compensation purposes, means Wireless to Wireline and Wireline to Wireless calls between a TDS TELECOM end user customer and a T-Mobile end user customer which, at the beginning of the call, originate and terminate within the same MTA, with origination point and the termination point based on the location of the cell site serving the wireless subscriber and the end office serving the landline end-user.

11. "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).

12. "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.

13. "Non-Local Traffic" or "InterMTA" for inter-carrier compensation purposes means the completion of calls originating in one MTA and terminating in another 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 TDS TELECOM landline end-user.

14. "Point of Connection" or ("POC") is a mutually agreed upon point of demarcation between the two Parties' networks where T-Mobile is interconnected with TDS TELECOM. Each Party is individually responsible for provisioning and maintaining the Local Telecommunications Traffic.

15. "Rate Center" means the specific geographic point and corresponding geographic area that are associated with each particular NPA-NXX Code that has been assigned to a Party for its provision of telecommunications services. Such geographic point is identified by a specific V&H coordinate that is used by LEC to calculate distance-sensitive charges for end user traffic to/from the specific Rate Center.

16 "Reciprocal Compensation" means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier, as required by Section 251b(5) of the Act and implementing regulations.

17. "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.

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

19. "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's end-office switch, or functionally equivalent facility, and the delivery of such traffic to the called party.

20. "Transited Traffic" means Local Telecommunications Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party indirectly via transiting through a third party LEC tandem switch.

21. "Transport" means the transmission and any necessary tandem switching by a Party of Local Telecommunications Traffic from the POC between the Parties, which point may be via the transit services provided by another carrier, to the terminating carrier's end-office switch or functionally equivalent facility that directly services the called party.

22. "Type 2A Wireless Interconnection" is a trunk-side Interconnection between a TDS TELECOM tandem office and a T-Mobile POC. Type 2A Wireless Interconnection provides access to TDS TELECOM End Offices or to other carriers subtending the Tandem Switch. Type 2A Wireless Interconnection may

be optioned for common channel signaling service using Signaling System 7 (CCS7) protocols.

23. "Type 2B Wireless Interconnection" is a trunk-side Interconnection between a TDS TELECOM end-office, including subtending remotes in a host/remote relationship, and a T-Mobile POC. It is used only for the exchange of Local Telecommunications Traffic between T-Mobile and TDS TELECOM. No Intermediary Traffic will be exchanged through the Type 2B Interconnection. Type 2B Wireless Interconnection may be optioned for common channel signaling service using Signaling System 7 (CCS7) protocols.

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

25. "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 the Parties and compensation for the exchange of traffic between TDS TELECOM and T-Mobile for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between T-Mobile subscribers and TDS TELECOM subscribers. Other service arrangements, if any, between the Parties may be covered by separate contract or tariff.

SECTION III
INTERCONNECTION

3.1 Types of Services. The traffic subject to this Agreement shall be Local Telecommunications Traffic, as defined in Section 51.701 of the FCC's Rules, which originates from a subscriber on the network of one Party or its Affiliates and Subsidiaries, and is delivered to a subscriber on the network of the other Party or its Affiliates and Subsidiaries. Such traffic includes that traffic which is delivered directly or indirectly via a third party switch ("Transited Traffic"). This Agreement also provides for Intermediary Traffic and the provision of Interconnection Facilities ("Facilities") used to deliver traffic between the Parties. In addition, TDS TELECOM will, unless notified in writing to the contrary by T-Mobile, pass Intermediary Traffic to/from T-Mobile and any third-party End Office which subtends TDS TELECOM's tandem switch; provided that TDS TELECOM shall have no obligation to pay, or right to collect termination compensation for such transited traffic. The above notwithstanding, TDS TELECOM may collect tandem switching and transport charges from the originating carrier for such transited traffic.

A60

3.2 Local Telecommunications Traffic.

3.2.1 The Parties shall reciprocally terminate Local Telecommunications Traffic originating on each other's networks and shall compensate each other for the exchange of such traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Such traffic is not subject to access charges.

3.2.2 The Reciprocal Compensation rate set forth on Appendix C herein is a blended rate taking into consideration the scope of the multi-state traffic between the Parties to this Agreement, and eligibility for these rates shall be limited to parties operating in all these states and shall not be severable.

3.2.3 The Parties shall adjust compensation for the transport and termination of Local Telecommunications Traffic in the event of State Commission approved rates based on a cost study (performed consistently with then applicable FCC regulations relating to Local Telecommunications) as a result of a rate decision by the State Commission or as a result of arbitration involving one of the Parties. The effective date of the new rates will be the effective date of the State Commission order. The Parties agree to true up to generally applicable rates within a forty five (45) day period.

3.3 Intermediary Traffic

3.3.1 Where one Party delivers Local Telecommunications Traffic to the other for transiting to a third party carrier (Intermediary Traffic), the originating Party will pay the intermediary Party an Intermediary Transit Charge as agreed in Appendix C per minute of use for tandem switching and transport. However the intermediary Party shall have no obligation to pay, or right to collect termination compensation for such Intermediary Traffic. The intermediary Party is not responsible for making arrangements with the Non-party Carrier for the transport and termination by the Non-Party Carrier of Intermediary Traffic.

3.4 Interconnection Facilities and Network Architecture

3.4.1 At either Party's request and where technically and economically feasible, TDS TELECOM and T-Mobile will physically interconnect their facilities at a mutually agreed upon, technically feasible POC as described in the Act, and interchange traffic between their respective customers. Such interconnection will be in accordance with the service, operating and facility arrangements set forth hereunder.

3.4.2 Depending upon business needs and the technical and economic feasibility and location of the Parties' switches, various Wireless Interconnections and services arrangements may be possible. Wireless Interconnection and service

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

3.4.3 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.

3.4.4 T-Mobile may provide its own facilities and transport for the delivery of traffic to and from its MSC to a mutually acceptable POC for interconnection with the TDS TELECOM network. Alternatively, T-Mobile 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.

3.4.5 The Point(s) of Connection between TDS TELECOM and T-Mobile are defined in Appendix B, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and T-Mobile 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.

3.5 Trunking Requirements.

3.5.1 One or two-way local interconnection trunk group(s) may be established between the Parties for the exchange of the Local Telecommunications Traffic, which 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.

3.5.2 T-Mobile and TDS TELECOM shall make available, by mutual agreement, the required one-way or two-way trunk groups to handle the termination of Local Telecommunications Traffic originating from the other Party's network.

3.5.2.1 Trunk connections shall be made at a DS1 or multiple DS1 level, or as otherwise mutually agreed upon by the Parties. All connections and facilities shall be engineered to an objective P.01 grade of service.

3.5.2.2 Where one-way trunk groups are utilized, TDS TELECOM will provide facilities for all one-way trunk groups used for the delivery of traffic from TDS TELECOM to the T-Mobile POC (land to mobile) and T-Mobile will provide facilities for all one-way trunk groups used to deliver traffic from T-Mobile to the TDS TELECOM POC. Unless otherwise agreed, where one-way trunks are utilized, the POC for T-Mobile-originated traffic shall be at the TDS TELECOM tandem or end-

MVO

office and the POC for delivery of TDS TELECOM originated traffic shall be T-Mobile's MSC or other prescribed point within the LATA. T-Mobile shall not be required to accept delivery of TDS TELECOM originated traffic at more than one POC per LATA.

3.5.3 In the event the Parties agree to share connecting facilities for the delivery of traffic originating and terminating on each of their networks, the POC will be at a mutually agreed location, and costs will be apportioned as determined under Section 3.5.4 below.

3.5.4 Shared Facilities Factor. Where Interconnection Facilities provided by one of the Parties are used for two-way traffic, the applicable recurring and non-recurring charges (if any) will be apportioned by an agreed upon percentage representing either the estimated percentage or the actual percentage of traffic originating on the network of each Party. This percentage is referred to as the Shared Facilities Factor as agreed in Appendix C of this Agreement. The Parties will review this factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately, not to be revised more than quarterly.

3.6 Network Management and Maintenance

3.6.1 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.

3.6.2 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 material changes that may affect the interoperability of the facilities or networks that are the subject of this Agreement.

3.6.3 The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

3.6.4 Network Management. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events.

T-Mobile	TDS TELECOM
24 Hr.: (888) 662-4662	24 Hr.: See Appendix A

FAX: (425) 378-4040 FAX: See Appendix A

3.6.5 Before either Party reports a trouble condition, it must first use its reasonable efforts to identify the trouble as originating at the other Party's facilities, service, and arrangements. 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.

3.7 Indirect Interconnection

3.7.1 The Parties agree that all traffic not exchanged via direct interconnection shall be exchanged by transiting such traffic through third-party LEC tandems. Each Party shall be financially and operationally responsible for the entire costs of providing facilities from its network to the POC.

3.7.2 Either Party shall be allowed to establish a different POC 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.

3.8 Number Resources

3.8.1 Number Assignment. Nothing in this Agreement shall be construed in any manner, to limit, or otherwise adversely to impact either Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines.

3.8.2 Local Calling Area. TDS TELECOM agrees that T-Mobile's NPA-NXX codes within the MTA will be local calls for TDS TELECOM's subscribers wherever the assigned rate center is within the local calling area (or EAS area) of the calling party.

3.8.3 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.

3.9 Common Channel Signaling ("CCS").

3.9.1 Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and

MB

intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate interoperability of CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

3.9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include ANI, Calling Party Number ("CPN"), Privacy Indicator, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.

3.9.3 Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.

3.9.4 Connection Through STP. T-Mobile and TDS TELECOM will connect SS7 networks indirectly via route sets through third-party STP provider(s). Each Party will bear responsibility for the costs associated with connecting its own SS7 network to the third party signaling provider, as well as for any per unit charges assessed by the third party signaling provider for traffic originated by the Party. The Parties agree that they will periodically evaluate the financial and technical feasibility of directly connecting the T-Mobile STP(s) with the TDS TELECOM STP(s) and upon mutual agreement of the Parties may change to such a direct arrangement at any time during the term of this Agreement.

3.9.5 Multi-Frequency Signaling. In the case where CCS is not available, in-band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

SECTION IV
BILLING

4.1 Each Party shall bill the other for Local Telecommunications 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. Local Telecommunications Traffic is not subject to access charges. For originating and terminating Non-Local Traffic, each Party shall pay the other intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in each Party's applicable Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. Unless otherwise agreed to by the Parties, charges shall be billed by each Party monthly. For purposes of this Section IV, the Party sending a bill to the other Party is referred to as the

AKS

"Billing Party" and the Party receiving a bill from the other Party is referred to as the "Invoiced Party." Neither Party shall bill the other for traffic that is more than one (1) year old or that predates the effective date of this Agreement.

4.2 Actual traffic measurements in each of the appropriate categories are the preferred method of classifying and billing traffic. However, recognizing that the Parties may not 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) 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 incidental 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 Telecommunications Traffic for compensation purposes.

4.3 Where Local Telecommunications 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 terminating to TDS TELECOM. TDS TELECOM shall bill for 100% of the traffic originated by T-Mobile and terminated to TDS TELECOM. T-Mobile may bill TDS TELECOM for Local Telecommunications Traffic originated by TDS TELECOM and terminating to T-Mobile estimated by the following formula: Total Local Telecommunications Traffic billed by TDS TELECOM, divided by 0.80 (eighty percent) and then multiplied by 0.20 (twenty percent).

4.4 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.

4.5 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.

AVS

4.6 The Invoiced Party shall pay the Billing Party for all undisputed charges properly listed on the bill. Such payments are to be received within thirty (30) days from receipt of the statement. The Invoiced Party may be assessed a late charge on any undisputed charges that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of one percent (1%) per month or the maximum amount allowed by law. Late payment charges shall be included on the next statement..

4.7 Billing Disputes. If either Party disputes a billing statement received from the other Party, the Invoiced Party shall notify the Billing Party in writing regarding the nature and the basis of the dispute within one (1) year of the statement date. The Parties shall work diligently and in good faith toward resolution of all billing issues in accordance with Section XIII of this Agreement.

4.8 Form of Payment. Payments made to TDS TELECOM by T-Mobile will be issued through T-Mobile's electronic payment system, currently provided by the Xign Payment Services Network. TDS TELECOM shall provide a point of contact and follow reasonable enrollment instructions provided by T-Mobile to enroll TDS TELECOM in the electronic payment system and thereby receive payment due under this Agreement electronically.

4.9 Taxes. The Billing Party shall charge and collect from the Invoiced Party, and the Invoiced Party agrees to pay to the Billing Party, appropriate federal, state, and local taxes, excluding a Party's franchise, license, gross receipts, net income or property taxes, except to the extent the Invoiced Party notifies the Billing Party and provides to the Billing Party appropriate documentation that the Invoiced Party qualifies for a full or partial exemption.

SECTION V
OFFICE CODE TRANSLATIONS

5.1 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") guidelines 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.

5.2 If T-Mobile decides to obtain additional NPA-NXX(s) associated with a TDS TELECOM Rate Center, T-Mobile shall notify TDS TELECOM and the Parties shall amend this Agreement as needed to address such traffic.

5.3 Rate Centers. The Parties agree not to discriminate against each other in the rating or routing of their customer's calls to the other's NPA-NXX codes and will rate and route such calls in the same manner as they rate and route calls to other NPA-NXXs homed in the same rate center.

AKS

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. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

SECTION VII
LIABILITY

A.

EXCEPT TO THE EXTENT THAT THE SAME ARISE OUT OF ANY BREACH OF AN INDEMNIFICATION OR CONFIDENTIALITY AGREEMENT OR OBLIGATION BETWEEN THE PARTIES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THE OTHER PARTY'S USE OF SERVICE PROVIDED UNDER THIS AGREEMENT. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, AND, EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

B.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED, WITHOUT LIMITATION.

C.

EXCEPT TO THE EXTENT THE SAME ARISE OUT OF ANY BREACH OF AN INDEMNIFICATION OR CONFIDENTIALITY AGREEMENT OR OBLIGATION

BETWEEN THE PARTIES, OR ARISE OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S LIABILITY FOR ALL 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 ACTUALLY PAID BY A PARTY UNDER THIS AGREEMENT.

SECTION VIII
INDEMNIFICATION

EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY") ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES (AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH AFFILIATES) FROM AND AGAINST ANY LOSS, COST, CLAIM, LIABILITY, DAMAGE, EXPENSE, SUIT OR OTHER ACTION (INCLUDING REASONABLE ATTORNEY'S FEES) SUFFERED BY INDEMNIFIED PARTY, RELATING TO OR ARISING OUT OF I) ANY ACTUAL OR ALLEGED DEFAMATION, LIBEL, SLANDER, INVASION OF PRIVACY, INFRINGEMENT, WRONGFUL USE, OR MISAPPROPRIATION OF AN INTELLECTUAL PROPERTY RIGHT OR ANY OTHER INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF CONTENT TRANSMITTED BY THE THE INDEMNIFYING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS OR END USERS; II) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) OR ANY LOSS, DAMAGE, OR DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY THE INDEMNIFIED PARTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE INDEMNIFYING 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 PRIMARY 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 UPON REQUEST OF THE INDEMNIFYING PARTY. 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 THE DEFENSE. THE INDEMNIFYING PARTY WILL ASSUME THE COST OF THE DEFENSE THEREOF ON BEHALF OF THE INDEMNIFIED PARTY AND ITS AFFILIATES AND WILL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THE INDEMNIFIED PARTY OR ITS

AVS

AFFILIATES IN CONNECTION THEREWITH, PROVIDED THAT THE INDEMNIFYING PARTY SHALL NOT ENTER INTO OR ACQUIESCE TO ANY SETTLEMENT CONTAINING ANY ADMISSION OF OR STIPULATION TO ANY GUILT, FAULT, LIABILITY OR WRONGDOING ON THE PART OF THE INDEMNIFIED PARTY OR ITS AFFILIATES OR WHICH WOULD OTHERWISE ADVERSELY AFFECT THE INDEMNIFIED PARTY OR ITS AFFILIATES WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT TO BE GIVEN OR WITHHELD IN THE INDEMNIFIED PARTY'S SOLE DISCRETION.

SECTION IX
INTELLECTUAL PROPERTY

Neither Party shall have any obligation to defend, indemnify, or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party

SECTION X
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 reasonable 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, provided that such Party shall use commercially reasonable efforts to minimize the impact of such Force Majeure Event. The affected Party, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. 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 XI
NON-DISCLOSURE

The Parties have entered into a Confidentiality and Non-Disclosure Agreement ("NDA") dated September 4, 2003, and each Party will comply with the provisions of the NDA with respect to the Confidential Information, and the terms of the NDA are hereby incorporated by reference with the same effect as if fully set forth herein. For purposes of this Agreement and notwithstanding the expiration date of the NDA, the NDA shall

AKQ

remain in full force and effect throughout the Term and shall survive for a period of fivetwo (5) years from the day of of initial disclosure of the Confidential Information.

SECTION XII
TERM OF AGREEMENT

12.1 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 thirty (30) days notice. This Agreement shall renew automatically for successive one (1) month periods, unless terminated as provided above.

12.2 Where a notice of termination is given, either Party may prior to actual the termination date give notice under Section 251-52 of the Act of its desire to negotiate a successor agreement, in which case this Agreement shall continue in effect until the earlier of the date when a new agreement becomes effective, or the date when all relevant time periods and extensions of such periods for negotiation and/or arbitration under the Act have passed with no new agreement having become effective.

12.3 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) terms and conditions made generally available by TDS TELECOM to all CMRS providers in the state; or (c) as otherwise permitted by law or regulation.

12.4 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party, *provided however* that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; and/or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

12.5 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

CKS

SECTION XIII
DISPUTE RESOLUTION

13.1 Alternative to Litigation. Except for the enforcement of the provisions of Section XI hereof, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.2 Negotiation. 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 first 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. .

13.3 Arbitration Except as otherwise provided in paragraph 13.2 above, if negotiations fail to produce within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.

SECTION XIV
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 XV
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 in which the interconnection occurs and will be subject to the concurrent jurisdiction of the FCC and the courts, or, where applicable, the Commission 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

NKS

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 XVI
ENTIRE AGREEMENT

This Agreement includes and incorporates herein all accompanying Attachments, Appendices, Addenda and Exhibits. 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 duly authorized representatives of both Parties.

SECTION XVII
NOTICE

Notices to a Party required or permitted under this Agreement shall be in writing and shall be effective when received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

Business Name:	T-Mobile USA, Inc.
Mailing Address:	12920 SE 38th Street
City/State/Zip Code:	Bellevue WA 98006
Attention:	General Counsel
Carbon Copy:	Director - Carrier Management

Bills and payments shall be sent in the case of T-Mobile to:

Business Name:	T-Mobile USA, Inc.
Mailing Address:	12920 SE 38th Street
Shipping Address:	12920 SE 38th Street
City/State/Zip Code:	Bellevue, WA 98006
Attention:	Carrier Management

or to such other location as T-Mobile may direct in writing in accordance with this Agreement.

Notices shall be sent, in the case of TDS TELECOM to:

AVS

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 Spellmeyer, Regulatory & Corporate Counsel
Contact Phone Number:	(608) 664-4150

Bills shall be sent, 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 in accordance with this Agreement. Payments are to be sent to the address on the invoice or as otherwise provided in Section 4.8.

The Parties shall ensure bills and payments reference the specific company name(s) or invoice number for which traffic is being billed or paid.

SECTION XVIII
ASSIGNMENT

18.1 Neither Party may assign this Agreement to a third party without the prior 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, business 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 or any corporation resulting from any merger, consolidation or other reorganization involving the Party. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

18.2 Nothing in this Agreement shall prohibit T-Mobile from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the T-Mobile brand name and license. Traffic originating on such extended networks shall be treated as T-Mobile traffic subject to the

160

terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "T-Mobile telecommunications traffic" when it originates on such extended network and terminates on TDS TELECOM's network, and as "TDS TELECOM telecommunications traffic" when it originates upon TDS TELECOM's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

SECTION XIX
BUSINESS RECORDS

Upon thirty (30) days prior written notice, and no more frequently than one (1) time per year, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party strictly to assure material compliance with the billing information related to terminating minutes of use of the billed Party under this Agreement. The review will consist of any examination and verification of data involving such billing records as they relate to charges or payments made in connection with this Agreement. Notwithstanding the foregoing, a Party may conduct such audit one (1) additional time annually if the previous audit found net variances or errors in invoices with an aggregate value of at least fifteen percent (15%) of the amounts payable by the auditing Party. Each Party's right to access information for a verification review purposes is limited to data not in excess of twelve (12) months old. The Party requesting a verification review shall fully bear all costs associated with conducting a review. The Party being reviewed will provide reasonable, escorted access to necessary and applicable information during normal business hours at no charge to the reviewing Party. The review may not unduly interfere with the business operations of the Party being reviewed. In accordance with Section XI, the reviewing Party will ensure that a nondisclosure agreement, or an agreement with similar protections, is in place with the auditor that is substantially similar to this Agreement, and notify the auditor to whom such disclosure is made that such Confidential Information is received in confidence and shall be kept in confidence by such employee or consultant as set forth in this Agreement.

SECTION XX
REGULATORY CONTROL AND APPROVALS

20.1 Regulatory Agency Control. This Agreement shall at all times be subject to approval, changes, rules and regulations of the Federal Communications Commission and/or the State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

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

CKS

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 reasonably cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained.

20.2 Most Favored Nation. If TDS TELECOM enters into an agreement that is approved by a State Commission, which provides for transport and termination of Local Telecommunications Traffic within the State, TDS TELECOM shall, upon request of T-Mobile, make available to T-Mobile such agreement in its entirety. T-Mobile's entry into this Agreement in no way constitutes a waiver of its rights under Section 252(i) of the Act. Should T-Mobile make such a request, and consistent with Section 3.2.2 above, the Parties acknowledge that the rates in Appendix C of this Agreement shall be recalculated based on the number of states and volume of traffic remaining under this Agreement and this Agreement shall be amended to incorporate the new rates upon the same effective date.

20.3 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document

SECTION XXI
MISCELLANEOUS

The Parties acknowledge that TDS TELECOM may be entitled to a rural exemption as provided by 47 USC 251(f) of the Act and TDS TELECOM does not waive such exemption. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both TDS TELECOM and T-Mobile. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld, conditioned or delayed. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all

AKS

activities related to the subject of this Agreement. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

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

Signature 12/14/05 (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

Signature (Date)

Printed name and title:

David A. Wittwer

President - ILEC Operations

T-Mobile USA, Inc.

Signature 12/07/05 (Date)

Printed name and title:

Dave Mayo
Vice President, Finance & Planning
Engineering & Technical Operations

Signature Page to Multi-State Wireless Traffic Exchange Agreement between TDS Telecommunications Corporation and T-Mobile USA, Inc. dated the 1st day of January, 2005 relating to the exchange of Local Telecommunications Traffic.

CKS

APPENDIX A
TDS Telecommunications Corporation Subsidiaries and Affiliates

Alabama-	Butler Telephone Company, Inc. Oakman Telephone Company, Inc. Peoples Telephone Company, Inc.
Arizona-	Arizona Telephone Company Southwestern Telephone Company
Arkansas-	Cleveland County Telephone Company, Inc. Decatur Telephone Company, Inc.
California-	Happy Valley Telephone Company Hornitos Telephone Company Winterhaven Telephone Company
Colorado-	Delta County Tele-Comm, Inc. Strasburg Telephone Company
Florida-	Quincy Telephone Company
Georgia-	Blue Ridge Telephone Company Camden Telephone and Telegraph Company, Inc. Nelson-Ball Ground Telephone Company Quincy Telephone Company (Attapulgus exchange)
Idaho-	Potlatch Telephone Company, Inc.
Indiana-	Camden Telephone Company, Inc. Communications Corporation of Indiana Communications Corporation of Southern Indiana Home Telephone Company, Inc. S&W Telephone Company, Inc. The Home Telephone Company of Pittsboro, Inc. The Merchants and Farmers Telephone Company Tipton Telephone Company, Inc. Tri-County Telephone Company, Inc.
Kentucky-	Leslie County Telephone Company Lewisport Telephone Company Salem Telephone Company
Maine-	Cobbosseecontee Telephone Company Hampden Telephone Company Hartland and St. Albans Telephone Company Somerset Telephone Company The Island Telephone Company The West Penobscot Telephone and Telegraph Company Warren Telephone Company

AV8

APPENDIX A
TDS Telecommunications Corporation Subsidiaries and Affiliates (cont.)

Michigan-	Chatham Telephone Company Communications Corporation of Michigan Island Telephone Company Shiawassee Telephone Company Wolverine Telephone Company
Minnesota-	Arvig Telephone Company Bridge Water Telephone Company Mid-State Telephone Company Winsted Telephone Company
Mississippi-	Calhoun City Telephone Company, Inc. Myrtle Telephone Company, Inc. Southeast Mississippi Telephone Company, Inc.
Missouri-	New London Telephone Company Orchard Farm Telephone Company The Stoutland Telephone Company
New Hampshire-	Hollis Telephone Company, Inc. Kearsarge Telephone Company Merrimack County Telephone Company Contoocook Telephone Company Wilton Telephone Company, Inc.
New York-	Deposit Telephone Company, Inc. Edwards Telephone Company, Inc. Oriskany Falls Telephone Corporation Port Byron Telephone Company Township Telephone Company, Inc. Vernon Telephone Company, Inc.
Ohio-	Arcadia Telephone Company Continental Telephone Company Little Miami Communications Corporation Oakwood Telephone Company The Vanlue Telephone Company
Oklahoma-	Mid-America Telephone, Inc. Oklahoma Communication Systems, Inc. Wyandotte Telephone Company
Oregon-	Asotin Telephone Company Home Telephone Company

APPENDIX A
TDS Telecommunications Corporation Subsidiaries and Affiliates (cont.)

Pennsylvania-	Deposit Telephone Company, Inc. Mahanoy and Mahantango Telephone Company Sugar Valley Telephone Company
Tennessee-	Concord Telephone Exchange, Inc. Humphreys County Telephone Company Tellico Telephone Company, Inc. Tennessee Telephone Company
Virginia-	Amelia Telephone Corporation New Castle Telephone Company Virginia Telephone Company
Washington-	Asotin Telephone Company Lewis River Telephone Company, Inc. McDaniel Telephone Company
Wisconsin-	Badger Telecom, LLC Black Earth Telephone Company, LLC Bonduel Telephone Company Burlington, Brighton & Wheatland Telephone Company Central State Telephone Company, LLC Dickeyville Telephone, LLC EastCoast Telecom, Inc. The Farmers Telephone Company, LLC Grantland Telecom, Inc. Mid-Plains Telephone, LLC Midway Telephone Company, LLC Mt. Vernon Telephone Company, LLC Riverside Telecom, LLC Southeast Telephone Company of Wisconsin, Inc. Stockbridge & Sherwood Telephone Company Tenney Telephone Company, LLC The Scandinavia Telephone Company UTELCO, LLC Waunakee Telephone Company, LLC

AKS

Appendix B
Point(s) of Connection

Type 2B Wireless Interconnection:

1. The Point of Connection for Local Traffic to and from the St. Mary's exchange of TDS TELECOM in Georgia shall be at the St. Mary's end office (STMYGAXADS1).

Appendix C
Rates and Factors

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

Reciprocal Compensation Rates	**$/MOU**
Transport and Termination	.0175

Intermediary Transit Service	**$/MOU**
Intermediary Transit Charge	0.005

InterMTA Percentage **2%**

The 2% interMTA factor will be split evenly (50/50) between intrastate and interstate jurisdictions (i.e., 50% will be charged at TDS TELECOM's tariffed intrastate access rates and 50% will be charged at TDS TELECOM's tariffed interstate access rates).

Shared Facilities Factor

TDS TELECOM	35%
T-Mobile	65%