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PUBLIC SERVICE
COMMISSION

January 4, 2007

Ms. Beth O'Donnell
Executive Director
Commonwealth of Kentucky
Public Service Commission
PO Box 615
Frankfort, KY 40602-0615

RE: Wireless Traffic Exchange Agreement between TDS TELECOM
and Dobson Cellular Systems, Inc.
Docket No. _____

Dear Ms. O'Donnell:

Enclosed for filing is the electronic version and a paper copy of the fully
executed Wireless Interconnection Agreement between TDS TELECOM
(Leslie County Telephone Company) and Dobson Cellular Systems and its
affiliates.

If you have any questions regarding this matter, please call me at 865 / 671-
4750 or email me at jeff.handley@tdstelecom.com.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Handley".

Jeff Handley
Manager, Revenue & Earnings

Enclosures

Cc: Leon Bloomfield, w/o enclosures
Linda Lowrance, w/o enclosures

P.O. BOX 22995
KNOXVILLE, TN 37933-0995

9737 COGDILL ROAD, SUITE 230
KNOXVILLE, TN 37932

TELEPHONE: 865 966 4700
FAX: 865 675 3881

WIRELESS TRAFFIC EXCHANGE AGREEMENT
TDS TELECOM – Kentucky

This Wireless Traffic Exchange Agreement (the “Agreement”) is made effective on the 1st day of January, 2007, between the TDS Telecommunications Corporations subsidiaries or affiliates identified on Appendix A (collectively, “TDS TELECOM”), and Dobson Cellular Systems, Inc. on behalf of itself and as market manager for its affiliate, American Cellular Corporation, a Delaware corporation, with offices at 14201 Wireless Way, Oklahoma City, OK 73134 (“ACC”). TDS TELECOM and ACC are each individually a “Party” and are together the “Parties” to this Agreement.

TDS TELECOM is a Local Exchange Carrier in Kentucky. ACC is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in the state of Kentucky. TDS TELECOM and ACC desire to interconnect their networks for the purpose of exchanging traffic between the Parties’ customers. Services provided by TDS TELECOM to ACC under this Agreement are provided pursuant to ACC’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” is the Kentucky Public Service Commission.
4. “FCC” is the Federal Communications Commission.
5. “Interconnection” is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between networks for the purpose of transmission and routing of telecommunications 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. "Telecommunications 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, or as otherwise defined in 47 C.F.R. § 51.701(b)(2).
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. "InterMTA Traffic" for inter-carrier compensation purposes means the completion of interMTA and roaming calls based on the location of the wireless subscriber and the TDS TELECOM landline end-user.

15. "Rate Center" as defined by NANC and used in this Agreement means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges.
16. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.
17. "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
18. "Wireline" is telecommunications services provided by TDS TELECOM or other Non-CMRS Telecommunications Carrier.

SECTION II SCOPE OF AGREEMENT

This Agreement sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection for use by ACC only in association with CMRS services and compensation for the exchange of traffic between TDS TELECOM and ACC for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic which both originate and terminate on the networks of ACC and TDS TELECOM associated with the provision of two-way voice services. The Wireless Interconnection arrangements described herein will not be used by either Party to terminate other types of traffic on the other Party's network.

Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

SECTION III INTERCONNECTION

Direct Interconnection:

This Agreement addresses Telecommunications Traffic indirectly exchanged between the Parties' respective networks via the tandem switching facilities of a third-party where there is no direct connection between TDS TELECOM and ACC. The Parties have agreed to utilize the tandem listed on Appendix C for the indirect exchange of Telecommunications Traffic. If ACC desires to replace the existing form of indirect interconnection with a direct connection, the Parties agree to negotiate an amendment to this Agreement related to the provisioning and compensation for such facilities. If the Parties are unable to negotiate an amendment, then ACC may initiate negotiations under section

251/252 of the Act for an agreement, or an amendment to this Agreement, which will provide for direct interconnection.

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. Each Party shall be financially and operationally responsible for the entire cost of providing facilities from its network to the point of interconnection for the exchange of such traffic.
2. The default point of interconnection shall be the existing meet-point between TDS TELECOM and the third party tandem operator. Either Party shall be allowed to establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

SECTION IV BILLING

1. Each Party shall bill the other for 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 and billing procedures set forth on the attached Appendix B, which is incorporated by reference. For terminating InterMTA 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. 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 InterMTA traffic delivered over local interconnection trunk group(s), the Parties agree to use the InterMTA percentage set forth in Appendix B as a surrogate method of classifying and billing traffic. The Parties explicitly recognize that the InterMTA percentage provided in this Agreement is based on the specific network configuration of the two Parties, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic

study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate InterMTA Traffic, directly or indirectly, in such a fashion as to make the calls appear as Telecommunications Traffic for compensation purposes.

3. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed Party shall pay a late charge on 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 1.5% per month or the maximum amount allowed by law. 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.
4. Taxes. Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges levied against or upon such Party. The Providing Party will separately state all taxable and nontaxable charges on the original invoice for goods or services provided under this Agreement. The Providing Party will separately state all taxes, fees, or surcharges on the original invoice for goods or services provided under this Agreement. All purchases under this agreement are for resale in the ordinary course of Purchasing Party's business. Purchasing Party shall furnish the Providing Party a proper resale tax exemption certificate or other documentation to Providing Party upon request.

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.

All traffic originated by either Party shall be exchanged consistent with the principles of non-discrimination and dialing parity (in terms of number of digits dialed and charges). For example, TDS TELECOM shall treat land-originated calls to CMRS NPA-NXXs in local and EAS exchanges in the same manner as calls to similarly rated landline numbers.

SECTION VI INDEPENDENT CONTRACTORS

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

SECTION VII LIABILITY

A.

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

B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

In any event, 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 billed to the Party making a claim for the month 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 two (2) years and shall renew automatically for successive one (1) year periods, unless either Party gives the other Party notice of its intent to terminate at least 90 days prior to the expiration of the initial term or any renewal term. In the event such a notice of termination is provided, and either Party provides notice of its intent to renegotiate a successor agreement, the Agreement will remain in full force and effect until replaced by a successor agreement or one year from the notice of intent to renegotiate, whichever comes earlier.

Notwithstanding the foregoing, either 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.

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.

If the Parties have been unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the Commission.

SECTION XIII THIRD PARTY BENEFICIARIES

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

SECTION XIV GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Kentucky. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith 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 incorporates all terms of the agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations,

understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties. This Agreement is a result of a negotiation between the Parties, and it was jointly drafted by both Parties.

SECTION XVI NOTICE

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

Business Name: Dobson Cellular Systems, Inc.
Mailing Address: 14201 Wireless Way
City/State/Zip Code: Oklahoma City, OK 73134
Attention: Timothy J. Duffy

With a copy to:

Leon M. Bloomfield
Wilson & Bloomfield LLP
1901 Harrison St., Suite 1620
Oakland, CA 94612
510.625.8250

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

Business Name: Dobson Cellular Systems, Inc.
Mailing Address: 14201 Wireless Way
City/State/Zip Code: Oklahoma City, OK 73134
Attention: Interconnect Billing

Or to such other location as ACC may direct in writing.

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

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 22995
Shipping Address: 10025 Investment Drive, Suite 200
City/State/Zip Code: Knoxville, TN 37932
Attention: Carrier Relations
Phone: (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: 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
 Phone: 608-664-8159

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

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

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

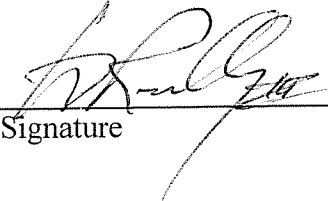
Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this 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.

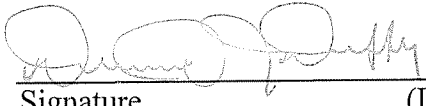
SECTION XIX
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The Parties acknowledge that TDS TELECOM maintains that it 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)

Dobson Cellular Systems, Inc.


Signature (Date) 12/29/06


Signature (Date) 12/14/06

Printed name and title:

Printed name and title:

Louis D. Reilly, III

Timothy J. Duffy

Director - Carrier Relations

Sr. Vice President and CTO

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corp. (KY) and ACC dated the 1st day of January, 2007 relating to the exchange of Telecommunications Traffic.

Appendix A
TDS Telecom Affiliates and Associated MTA

<u>TDS Telecom Name:</u>	<u>MTA #</u>
Leslie County Telephone Company	26-Louisville/Lexington/Evansville

Appendix B
Reciprocal Compensation Rates and Billing Procedures

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

<u>Reciprocal Compensation Rates</u>	<u>\$/MOU</u>
Transport and Termination: Leslie County	\$0.017693

Direct Interconnection:

N/A

Indirect Interconnection:

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

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating Telecommunications Traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

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

The Parties agree to use the traffic factors set forth below for a period of at least twelve (12) months from the Effective Date. After that time, either Party may request to revise the traffic factors no more than once every six (6) months thereafter, based on the previous six (6) months average of actual usage. At the written request of either Party to revise the traffic factors for reciprocal compensation, the traffic factors will be adjusted based on the Parties' respective percentages of Telecommunications Traffic. At the written request of either Party to revise the traffic factors for purposes of this Agreement, the traffic factors will be adjusted based on the parties' respective percentages of all intraMTA traffic exchanged by the Parties. Any adjustments to the traffic factors that are agreed upon by the Parties, will be effective the next billing cycle 30 days after the receipt

of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section XII.

In the event ACC is able to measure land-originated Telecommunications Traffic for billing purposes, it will provide TDS TELECOM with thirty (30) days written notice and the billing arrangements will be adjusted accordingly.

Traffic Factors

The Parties agree to apply the following default percentages of traffic distribution for purposes of applying charges pursuant to this Agreement:

Land-to-Mobile		25%
Telecommunications Traffic	100%	
InterMTA	0%	
Mobile-to-Land		75%
Telecommunications Traffic:	98%	
InterMTA	2%	

InterMTA Traffic will be treated as 50% intrastate and 50% interstate.

Appendix C
Designated LATA Tandem Provider

Leslie County Telephone Company (OCN 0411)

Exchange Name	NPA NXX	TDS CLLI	Tandem CLLI	Tandem Name
Bledsoe	606-558	BLDSKYXARS0	DAVLKYMA01T	Danville
Buckhorn	606-398	BCKHKYXEDS0	WNCHKYMA02T	Winchester
Canoe	606-295	CANOKYXARS0	WNCHKYMA02T	Winchester
Dwarf	606-378	DWRFKYXADS0	DAVLKYMA01T	Danville
Hyden	606-672	HYDNKYXADS0	DAVLKYMA01T	Danville
Stinnett	606-374	STNTKYXARS0	DAVLKYMA01T	Danville
Wooten	606-279	WOTNKYXARS0	DAVLKYMA01T	Danville