



October 3, 2007

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PUBLIC SERVICE
COMMISSION

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

RE: Wireless Traffic Exchange Agreement
TDS TELECOM – SPRINT/NEXTEL
Docket No. 00923-AI 01

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, Lewisport Telephone Company and Salem Telephone Company) and Sprint Spectrum L.P NPCR, Inc. d/b/a Nextel Partners.

If you have any questions regarding this matter, please call me at 865 / 671-4753 or email me at bruce.mottern@tdstelecom.com.

Sincerely,

Bruce H. Mottern
Manager, State Government Affairs

Enclosures

Cc: Mr. Kevin Arbum, Spring/Nextel, w/o enclosures
Ms. Linda Lowrance, TDS, w/o enclosures

PO BOX 22995
KNOXVILLE, TN 37933-0995
10025 INVESTMENT DRIVE, SUITE 200
KNOXVILLE, TN 37932
OFFICE: 865.966.4700
FAX: 865.675.3881

WIRELESS AGREEMENT
TDS TELECOM – SPRINT/NEXTEL

This Wireless Traffic Exchange Agreement (the “Agreement”) is made effective on the 1st day of September, 2007, between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively, “TDS TELECOM”), and Sprint Spectrum L.P., a Delaware limited partnership, with offices at 6200 Sprint Parkway, Overland Park, KS 66251 and its affiliates that provide Wireless services and NPCR, Inc. d/b/a Nextel Partners and Nextel South Corporation (collectively, “Sprint”). TDS TELECOM and Sprint are each individually a “Party” and are together the “Parties” to this Agreement. This Agreement shall be applied to all covered traffic between Sprint and TDS TELECOM with a usage date no earlier than January 1, 2007.

TDS TELECOM is a Local Exchange Carrier in Kentucky. Sprint is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in the state of Kentucky. TDS TELECOM and Sprint desire to interconnect their networks for the purpose of exchanging traffic between the Parties’ customers. Services are provided by TDS TELECOM to Sprint under this Agreement in Sprint’s capacity as a Wireless 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.
2. “Commercial Mobile Radio Service: (“CMRS”) is defined at 47 C.F.R. § 20.3.
3. “Commission” is the Kentucky Public Service Commission.
4. “FCC” is the Federal Communications Commission.

5. “Interconnection” is as described in the Act and FCC’s Rules.
6. “Interexchange Carrier” or (“IXC”) means a carrier that provides or carries, directly or indirectly, InterLATA service or IntraLATA Toll Traffic
7. “Intermediary Traffic” is traffic that is delivered to or from a third-party carrier’s network to the TDS TELECOM network, where it is then switched by the TDS TELECOM network, and delivered to or from the Sprint network.
8. “InterMTA Traffic” is Wireless to Wireline calls which do not originate and terminate within the same MTA based on the location of the cell site serving the Wireless subscriber and the central office serving the Wireline subscriber at the beginning of the call.
9. “InterLATA Service” means telecommunications between a point located in a local access and transport area and a point located outside such area.
10. “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.
11. “Local Access and Transport Area or (“LATA”) is defined at 47 U.S.C. § 153(25).
12. “Local Exchange Carrier” or (“LEC”) is defined at 47 U.S.C. § 153(26)
13. “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).
14. “Mobile Switching Center” or (“MSC”) is a switching facility that performs the switching for the routing of calls among its wireless subscribers and subscribers in other wireless 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.

15. "Point of Connection" ("POC") or "Point of Interconnection" ("POI") means that technically feasible point of demarcation where the exchange of Subject Traffic between two carriers takes place.
16. "Reciprocal Compensation" is as described at 47 C.F.R. § 51.701(e).
17. "Subject Traffic" is the telecommunications traffic that is subject to the reciprocal compensation terms and conditions established by this Agreement. Subject Traffic means (a) Wireless to Wireline 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 and (b) Wireline to Wireless calls which originate and terminate within the local calling area or expanded service ("EAS") area of the Wireline subscriber, as defined in TDS TELECOM's effective local exchange tariffs. Calls to and from TDS TELECOM and Sprint that utilize the facilities of an Interexchange Carrier (IXC) at any point during the call are specifically excluded from this Agreement.
18. "Telecommunications Carrier" is defined at 47 U.S.C. § 153(44).
19. "Wireless" means telecommunications services provided by a Telecommunications Carrier in accordance with its FCC issued wireless license(s).
20. "Wireline" is telecommunications services provided by TDS TELECOM or other Non-CMRS Telecommunications Carrier.

SECTION II SCOPE OF AGREEMENT

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

This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the Sprint wireless network and the network of TDS TELECOM for purposes of mutually exchanging traffic; provided that the service provided by Sprint

Spectrum to its customer is a two-way mobile service as defined in 47 U.S.C. § 153(27). The Wireless Interconnection arrangements described herein will not be used by either Party to terminate other types of traffic on the network of the other Party.

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:

1. Depending upon business needs and the technical capability and location of the Parties' switches, various Wireless Interconnection and services arrangements are possible. Wireless Interconnection and service arrangements are described below and in Bellcore GR-145-CORE and Telcordia Notes on the Networks, SR-2275.
2. Type 2B Interconnection Service provides a trunk-side connection between a TDS TELECOM host or end-office and a CMRS provider's Point of Connection. Type 2B Interconnection Service provides access to the TDS TELECOM customers served via the host and remote or subtending end-offices (if any). It is used only for the exchange of Subject Traffic between Sprint and TDS TELECOM. No Intermediary Traffic will be exchanged through the Type 2B connection. Type 2B Interconnection Service may be optioned for common channel signaling service using Signaling System 7 (CCS7) protocols.
3. Interconnection facilities are 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.
4. When directly connecting, each Party shall provide its own facilities and transport for the delivery of Subject Traffic from its switch to a mutually acceptable Point of Connection (POC) on the TDS TELECOM network. Alternatively, Sprint may purchase required facilities from a third party or from TDS TELECOM for the

delivery of such traffic. Where two-way facilities are used for the exchange of Subject Traffic, each Party shall be financially and operationally responsible for the facilities on its side of the TDS TELECOM exchange boundary.

5. The Point(s) of Connection between TDS TELECOM and Sprint are defined in Appendix C, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and Sprint from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.
6. 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.
7. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks; provided, that, neither Party may change the POC without the written consent of the other.
8. Either Party may, at its option, install a one-way interconnection facility to the other Party for the termination of its traffic. The Parties may agree that a two-way interconnection facilities and trunk group(s) may be established between the Parties for the exchange of Subject Traffic at the POC. Two-way trunking will be jointly provisioned and maintained. Overflow from either end of the direct local interconnection trunk group may be alternately routed to the appropriate tandem.
9. Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through management contracts with third parties for the construction and operation of a wireless system under the Sprint spectrum and license. Traffic originating or terminating on such extended networks shall be subject to the terms and conditions of this Agreement.

10. Nothing in this Agreement shall prohibit the Parties from negotiating additional terms and conditions for use of direct interconnection facilities for the mutual exchange of other types of telecommunications traffic. However, use of the direct interconnection facilities in any manner other than as contemplated by this Agreement shall only occur by mutual agreement of the Parties and shall be documented by an Amendment to this Agreement prior to such use.

Indirect Interconnection:

1. Subject Traffic may be exchanged indirectly by the use of one or more third party networks to which each of the Party is attached. The default point of interconnection for the exchange of traffic shall be the existing meet-point(s) at the exchange area boundary between TDS TELECOM and its third party tandem service provider.

SECTION IV
BILLING

1. Each Party shall bill the other for Subject 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 InterMTA Traffic, Sprint shall pay 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 (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, 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 Subject Traffic for compensation purposes.

3. The billed Party shall pay the billing Party for all charges not disputed and properly listed on the bill by the due date shown on 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.
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.

Sprint shall maintain at least one Point of Interconnection in each LATA in which it obtains numbering resources or provides service through the use of ported numbers.

In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs.

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 one (1) year unless earlier terminated as provided for in this Agreement. This Agreement shall renew automatically on a month to month basis, unless terminated as provided below.

Either Party may terminate this agreement after the initial term by providing the other Party ninety (90) days written notice. Upon receipt of termination notice, renegotiation may be requested by either Party and in such case the terms of this agreement will remain 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 pursuant to 47 U.S.C. §252 passes with no new

agreement having become effective.

Notwithstanding the foregoing, either Party may terminate this Agreement, 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 ninety (90) days of the date of the initiating Party's written notice, either Party may pursue any remedy pursuant to law, 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, CHANGE OF LAW, AND VENUE

This Agreement shall be governed by and construed in accordance with the Act and the State Commission's and FCC's Rules and Regulations, except insofar as state law may control any aspect of this agreement, in which case the domestic laws of the state in which service is being provided, without regard to its conflict of laws principles, shall govern.

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

In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be affected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows for Sprint:

Business Name: Sprint
 Mailstop: KSOPHA0110-1B550
 Shipping Address: 6330 Sprint Parkway
 City/State/Zip Code: Overland Park, KS 66251
 Attention: Manager, ICA Solutions
 Phone: (913) 762-4200

With a copy to:

Business Name: Legal/Telecom Management Privacy Group
 Mailstop: KSOPKN0214-2A568
 Shipping Address: 6450 Sprint Parkway
 City/State/Zip Code: Overland Park, KS 66251
 Phone: (913) 315-9348

Bills and payments shall be effective when received:

Business Name: Sprint
 Access Verification
 6500 Sprint Parkway
 Mailstop: KSOPHL0410
 Overland Park, KS 66251

or to such other location as Sprint 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: PO Box 5158
 Shipping Address: 525 Junction Road
 City/State/Zip Code: Madison, WI 73705 (53717 for Shipping)
 Attention: Carrier Relations
 Phone: (608) 664-4800

With a copy to:

Business Name: TDS Telecommunications Corporation
 Mailing Address: P. O. Box 5366
 City/State/Zip Code: Madison, WI 53705-0366
 Attention: Legal Affairs and Carrier Relations

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 620988
 City/State/Zip Code: Middleton, WI 53562-0988
 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.

Sprint 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. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

SECTION XVIII AUDITS

Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon no less than sixty (60) days advance written notice, either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement not more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (a) subject to the reasonable scheduling requirements and limitations of the audited Party, (b) at the auditing Party's sole expense, (c) of a reasonable scope and duration, (d) in a manner so as not to interfere with the audited Party's business operations, and (e) in compliance with the audited Party's security rules.

SECTION XIX
MISCELLANEOUS

The Parties acknowledge that TDS TELECOM may be entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

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

Kathy Barnekow 9/21/07
Signature (Date)

Printed name and title:
Kathy Barnekow
Director- Carrier Relations

Sprint Spectrum L.P.
NPCR, Inc. d/b/a Nextel Partners
Nextel South Corporation

Gary Lindsey 9/18/07
Signature (Date)

Printed name and title:
Gary Lindsey
Director Access Solutions

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corp. (KY Cos) and Sprint Spectrum, L.P. , NPCR, Inc. d/b/a Nextel Partners, and Nextel South Corporation dated the 1st day of September, 2007 relating to the exchange of Subject Traffic.

Appendix A

TDS Communications Corp. Subsidiaries and Affiliates

Leslie County Telephone Company d/b/a TDS Telecom

Lewisport Telephone Company d/b/a TDS Telecom

Salem Telephone Company d/b/a TDS Telecom

Appendix B
Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Subject Traffic terminated to their respective customers at the proxy rates below, unless and until alternate rates are approved by the Commission for TDS TELECOM, in which case, such alternate rates shall be implemented on a prospective basis.

<u>Reciprocal Compensation Rates</u>	<u>\$/MOU</u>
Transport and Termination:	
Leslie County	0.005601
Lewisport	0.005005
Salem	0.005016

InterMTA Percentage

InterMTA Traffic Mobile to Land	0%
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Measurement and Billing:

Where Subject Traffic is exchanged via direct interconnection between the Parties, each Party shall measure terminating traffic and use such measurement for billing reciprocal compensation.

Where Subject Traffic is exchanged between the Parties indirectly via a third party tandem, TDS TELECOM shall obtain usage records or a monthly traffic distribution report from the tandem operator summarizing traffic originated by Sprint and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing Sprint for traffic terminating to TDS TELECOM. Sprint shall measure the traffic originated by TDS TELECOM and terminated to Sprint through its own recording equipment for invoicing reciprocal compensation.

In the event of unrecoverable data loss or errors in usage recording, Sprint agrees to receive and pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where accurate traffic data was available.

In the event that Sprint is unable to measure Local Traffic originated by TDS

Telecom and terminated by any or all of the Sprint affiliates covered under this agreement, the Parties agree to the following principles for billing terminating usage to one another based upon factors:

1. TDS TELECOM shall bill for 100% of the traffic originated by Sprint and terminated to TDS TELECOM.
2. Sprint shall calculate estimated TDS TELECOM originated traffic that is terminated to Sprint using the following formula: Sprint shall bill TDS TELECOM based on the MOUs in 1. Above, divided by 70%. The total of the calculation shall then be multiplied by 30% to determine the traffic originated by TDS TELECOM and terminated to Sprint. Sprint shall render an invoice to TDS TELECOM based upon the factored usage.
3. To facilitate bill verification, the Parties will work cooperatively to identify by OCN any traffic to be billed based upon factors versus actual measurement. Initially, all OCNs associated with Sprint Spectrum, L.P. will bill based upon actual measurement and all OCNs associated with NPCS, Inc. d/b/a Nextel Partners will bill using the factor method described above. At its option, Sprint may change from factor-based billing to actual measurement upon thirty (30) days advance written notice to TDS TELECOM.

Appendix C
Point(s) of Connection

No direct interconnection at this time.