

Exhibit No:
Issues: Calling Party Number ("CPN")
Witness: Chris Read
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Southwestern Bell Telephone, L.P.,
d/b/a AT&T Missouri
Case No: TE-2006-0053

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SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a AT&T MISSOURI

Missouri Public
Service Commission

CASE NO. TE-2006-0053

REBUTTAL TESTIMONY

OF

CHRIS READ

Dallas, Texas
April 7, 2006

Exhibit No. 2NP
Date 4-17-06 Case No. TE-2006-0053
Reporter PF

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1 **INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

3 A. My name is Chris Read. I am employed by AT&T Services, Inc., and my current
4 position is Senior Business Manager, within the Information Technology organization.
5 My address is 211 S. Akard St., Dallas, Texas 75202.

6

7 **Q. ARE YOU THE SAME CHRIS READ THAT FILED DIRECT TESTIMONY IN**
8 **THIS CASE?**

9 A. Yes.

10

11 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

12 A. I will address the claims made by Mr. Robert Schoonmaker, the witness for the Small
13 Telephone Company Group ("STCG") and the Missouri Independent Telephone Group
14 ("MITG") in his March 24, 2006, direct testimony. Specifically, I will correct his
15 misinterpretation of the "From Number Field" in the EMI record. I will also comment on
16 a few statements made by the MO PSC Staff witness Mr. William Voight in his March
17 24, 2006, direct testimony.

18

19 **II. RESPONSE TO MR. SCHOONMAKER'S DIRECT TESTIMONY.**

20 **Q. HAVE YOU READ THE DIRECT TESTIMONY PROVIDED BY MR.**
21 **SCHOONMAKER?**

22 A. Yes.

1 **Q. DO YOU AGREE WITH MR. SCHOONMAKER'S CONCLUSION THAT THE**
2 **OBF EMI STANDARDS REQUIRE CALLING PARTY NUMBER ("CPN") TO**
3 **BE INCLUDED IN THE CATEGORY 11-01-XX RECORD FOR WIRELESS-**
4 **ORIGINATED CALLS?**

5 **A.** No. Mr. Schoonmaker appears to have misunderstood or misinterpreted the OBF's
6 intended use of the "From Number" field in the EMI record.

7
8 **Q. DO YOU HAVE ANY HANDS-ON EXPERIENCE WORKING WITH EMI**
9 **RECORDS?**

10 **A.** Yes. Prior to 1997, I spent several years as a manager in Toll User Administration and
11 later CRIS/CABS User Administration working with EMI records in an operational
12 position. In this role, I managed the processing of EMI records that were exchanged
13 between all types of companies, including other ILECs.

14
15 **Q. HAVE YOU PERSONALLY PARTICIPATED IN THE STANDARD-SETTING**
16 **PROCESS FOR THE EMI RECORD AT THE OBF?**

17 **A.** Yes. In 1997, I began attending the Message Processing Committee ("MPC") of the OBF
18 as a representative for Southwestern Bell. The MPC is responsible for the publication of
19 the EMI document. Any potential changes that any company in the industry feels should
20 be modified in the EMI are discussed with the MPC. In 1999, I was elected by my
21 industry peers to Co-Chair the MPC and served in that capacity for 4 years until I was
22 elected Moderator of the OBF. In that role, my primary function as the head of all
23 committees, including MPC, was to ensure due process, making sure that all voices are

1 heard. I am currently the Co-Chair of the Strategic Advisory Group ("SAG") over the
2 OBF, which is the group that sets the strategic direction for OBF as new technologies
3 become more and more prevalent. I have championed many issues before the OBF and
4 have actively participated in many issue discussions and Task Forces, mainly dealing
5 with EMI records, including those for wireless-originated calls.
6

7 **Q. MR. SCHOONMAKER, ON P. 12 OF HIS DIRECT TESTIMONY POINTS TO**
8 **THE OBF EMI RECORD LAYOUT AND STATES THAT "AS CAN BE SEEN . . .**
9 **THE 'FROM NUMBER' FIELD IN POSITIONS 15-24 OF THE RECORD**
10 **CONTAINS THE TEN DIGITS (NPA, NXX, AND LINE NUMBER) OF THE**
11 **PARTY THAT ORIGINATES THE CALL." DOES THE OBF EMI RECORD**
12 **LAYOUT REFLECT SUCH A REQUIREMENT?**

13 A. No. Mr. Schoonmaker has read more into the document than is there.
14

15 **Q. HOW DID HE MISREAD THE OBF EMI RECORD LAYOUT?**

16 A. The record layout **does not** say that the "From Number" is the "party that originates the
17 call." Both Mr. Schoonmaker and I attached this record layout to our direct testimonies
18 (Read Direct, Schedule 6P). What "can be seen" from viewing the 11-01-01 record
19 layout is that there is a "From Number" field in positions 15-24; that it is a numeric field;
20 and that it is in an NPA NXX LLLL format. Mr. Schoonmaker makes the leap that the
21 NPA NXX LLLL should be populated with the CPN. However, based on my first hand
22 experience in the standard-setting process at OBF concerning wireless records, I want to
23 make it clear that the intent was never to populate this field with CPN. The industry

1 realized that use of CPN in this field provides no added value to the record for wireless-
2 originated traffic.

3
4 **Q. MR. SCHOONMAKER ALSO STATES THAT THE DEFINITION OF THE**
5 **"FROM NUMBER" AT PAGE 4-46 OF THE EMI DOCUMENT SAYS THAT**
6 **"FOR NUMBERS WITHIN THE NORTH AMERICAN NUMBER PLAN, IT IS**
7 **THE NUMBER FROM WHICH THE CALL ORIGINATES." DID MR.**
8 **SCHOONMAKER CORRECTLY QUOTE THIS DEFINITION?**

9 A. No. The actual text (which I have attached as Read-Schedule 1(P) makes clear that the
10 OBF's definition of "From Number" does not say this. Here is what the first two
11 sentences actually say:

12 **From Number**

13 A ten-position, left-justified, numeric field that ordinarily identifies the
14 number from which the originating rate center is derived.

15
16 For messages originating within the North American Numbering Plan, the
17 From Number is in the format NPA NXX LLLL. . . .
18

19 **Q. WHAT DID THE OBF INTEND THE "FROM NUMBER" FIELD TO INCLUDE?**

20 A. First we must understand that the "From Number" field is a generic field, meaning it can
21 be found in most EMI records, even those that are not Category 11 records. In the
22 development of an industry standard, a definition will specify any use of that field that is
23 not generic. For example, we now have 9 paragraphs in the "From Number" definition
24 because companies have seen a need to clarify or define specific uses of the field. Since
25 there is no exception language stated, CPN is one of many potential populations
26 (including BTN) of the "From Number" field, which are valid, as long as they are in the

1 correct format. Second, since it is a generic field, the use of the field will vary,
2 depending on the type of record being exchanged.

3
4 **Q. WHY WILL THE USE OF THE FIELD VARY DEPENDING ON THE TYPE OF**
5 **RECORD BEING EXCHANGED?**

6 A. The content of the field varies because the information needed to bill can vary and the
7 information available on particular types of calls/traffic can also vary. For example, if
8 the service being billed were a wireline-originated service, such as a LEC-to-LEC
9 IntraLATA Toll Call, the use of CPN in the "From Number" field is critical to proper
10 jurisdiction and rating of that call and it would be appropriate to populate the "From
11 Number" field with it. But if the call is wireless-originating, CPN in the "From Number"
12 field undermines the integrity of the billing process as it is unreliable for use in
13 determining proper jurisdiction because of roaming. Identifying the interconnected
14 company is the critical information in a wireless-originated record and this has nothing to
15 do with use of CPN in the "From Number field."

16
17 **Q. BUT, WOULDN'T IT BE A GOOD IDEA TO PUT CPN IN ALL CALL**
18 **RECORDS?**

19 A. No. In the development of a standard, you have to look at the intended use of the record.
20 A Category 11 record is not intended to be an end user billing record. Other categories of
21 records in the EMI are created for that purpose. The Category 11 record is used to
22 exchange company to company information regarding some event that accessed our
23 networks.

1 **Q. WHERE IS THAT STATED IN THE EMI?**

2 A. Page 3-296 of the EMI, includes the Record Description of the 11-01-01 record. Near the
3 top of the page, the Use of Record states:

4 - This record is used to report Access Minutes of Use for Message
5 Telephone Service.

6
7 - This record may also be used for interconnection (e.g. unbundled,
8 local, wireless, etc.) services.

9
10 Also stated on the same page, under Special Considerations it outlines the standard
11 for wireless record identification by stating:

12 - To identify Cellular/Wireless originating and terminating traffic,
13 the Type of Access Service (position 78-79) and Indicator 9 or 10
14 (position 90 & 91) should be populated.
15

16 **Q. HOW DOES AT&T MISSOURI'S PLACING BTN IN THE "FROM NUMBER"**
17 **FIELD FOR WIRELESS-ORIGINATED CALLS HELP IDENTIFY THE**
18 **APPROPRIATE CARRIER TO BE BILLED?**

19 A. The BTN provided by AT&T Missouri in wireless originated call records represents the
20 company that purchased the trunk for the exchange of the originating wireless calls.

21 Therefore, this is the responsible party for placing wireless originating traffic on the
22 Public Switched Telephone Network ("PSTN") and should be billed for interconnection
23 services and for termination charges by the terminating carrier. If a company attempted
24 to bill by using CPN, they would be utilizing unreliable data, since there is no guarantee
25 that the owner of the CPN was the company that obtained Interconnection to the PSTN.

1 **Q. WHY IS AT&T MISSOURI'S PLACING BTN IN THE "FROM NUMBER"**
2 **FIELD ON THESE TYPES OF CALLS CONSISTENT WITH THE FIELD'S**
3 **DEFINITION?**

4 A. The most appropriate population is a "BTN" or BTN-like number because it fully meets
5 the standard definition of "From Number" and the standard Category 11 record by
6 providing information on interconnected services. This is appropriate because it follows
7 established industry practices, which are the implemented standards as followed by most
8 companies in the industry. Populating the BTN on wireless originating records provides
9 the receiving company with information regarding the company that purchased the trunk
10 group from the tandem company and thus is responsible for traffic that terminated to a
11 LEC end office. This is information that can be useful in creating tracking and trending
12 reports.

13

14 **Q. HAVE OTHER CARRIERS INTERPRETED THESE OBF STANDARDS AS**
15 **ALLOWING THE "FROM NUMBER" FIELD FOR WIRELESS-ORIGINATED**
16 **CALLS TO BE POPULATED WITH BTN?**

17 A. Yes. Based on my work with them at the OBF and the positions they took on issues such
18 as 2349, as noted in my direct testimony, I know that BellSouth and Verizon interpreted
19 the field like we did. In fact, when AT&T Missouri was developing its Category 11-01-
20 XX record for wireless-originated calls, it consulted with BellSouth regarding the record
21 that BellSouth was producing.

1 **Q. ARE YOU AWARE OF ANY COMPLAINTS RAISED AT THE OBF**
2 **CONCERNING THE LACK OF CPN IN THE CATEGORY 11 RECORDS AT&T**
3 **MISSOURI OR THESE OTHER CARRIERS PRODUCE FOR WIRELESS-**
4 **ORIGINATED CALLS?**

5 A. No. There has been no debate at the OBF that AT&T Missouri or these other carriers are
6 incorrectly populating Category 11 records for wireless-originated calls. To the contrary,
7 all of the discussions I am aware of at the OBF about CPN on wireless-originated calls
8 concerned its inadequacy for use in this type of record. For example, in a jurisdiction
9 discussion in OBF issue 2349, page 43, the OBF acknowledged: "The CPN cannot
10 identify the point of call origin for roamers."¹ And the notes from OBF Issue 2692 also
11 show that CPN is not expected on wireless-originated calls. There, the OBF considered
12 adding wording to the number field description stating that the "From Number, to
13 Number and Billing Number field will be provided on completed calls. Situations where
14 the numbers are not available will be listed in the documentation."² But the issue was
15 withdrawn due to the recognition that these numbers were not available ("There are many
16 instances where originating or terminating number is not recorded by the switch."³ The
17 consensus of the full Billing Committee of the OBF on these issues shows that the
18 industry committee recognized the lack of value in obtaining CPN information on
19 wireless originated calls.

1 A full copy of the documentation notes from OBF Issue 2349 was attached to my direct testimony as Read-Schedule 9(P).

2 A copy of the documentation notes from OBF Issue 2692 is attached as Read-Schedule 2(P), Part B, p. 2.

3 Id., Part B, pp. 3 and 6.

1 **Q. WHAT COMPANIES ATTENDED THE OBF BILLING COMMITTEE**
2 **AGREEING TO THIS CHARACTERIZATION OF WIRELESS ORIGINATING**
3 **CPN IN ISSUE 2349?**

4 A. The companies included; ACM, Allegiance, ALLTEL, AT&T Local, Bell Canada,
5 BellSouth, BizTelOne, Business Telecom, CDG, CenturyTel, Certen, Cincinnati Bell,
6 CommSoft, Cox Communications, Creative Support Solutions, CTC Exchange Services,
7 EUR Systems, Frontier, ICG, Intec Telecom Systems, Intrado, MACC, Martin Group,
8 MCI, NECA, Nextel Communications, Qwest, SBC, Targus Info, Telcordia
9 Technologies, TEOCO Corp, Time Warner Telecom, TSI, TXU, Verizon, Vibrant
10 Solutions, Wiltel, and Z-Tel.

11

12 **Q. ARE THERE OTHER STANDARDS THAT CONFIRM AT&T MISSOURI'S**
13 **INTERPRETATION THAT THE EMI DOCUMENT DOES NOT REQUIRE CPN**
14 **TO BE INCLUDED IN THE CATEGORY 11 RECORD FOR WIRELESS-**
15 **ORIGINATED CALLS?**

16 A. Yes. As Mr. Constable explains in his direct testimony, industry standards set out in GR-
17 1504 (Generic Requirements for Wireless Service Provider AMA) do not call for CPN to
18 be included in the AMA recordings for wireless-originated calls.⁴ Since it was never part
19 of the AMA, it is not available to the billing processing systems for the creation of EMI
20 records, such as the Category 11-01-XX records for wireless originating traffic. As the
21 OBF makes clear in the documentation from Issue 2692, "Exchange Message Interface

4 A copy of this Telcordia document is attached as Schedule 2(P) to Mr. Constable's direct testimony and he discussed it at pp. 7-11 of his testimony.

1 (EMI) is based on what is recorded in Automatic Message Accounting (AMA) or derived
2 data.”⁵

3

4 **Q. IS THERE OTHER EVIDENCE THAT FURTHER CONFIRMS AT&T**
5 **MISSOURI’S INTERPRETATION OF THE EMI DOCUMENT?**

6 A. Yes. The inability of Lucent 5ESS tandem switches to capture CPN in their AMA
7 recordings on these types of calls shows that industry standards do not require CPN to be
8 included in the Category 11 billing records. Certainly if the EMI document required
9 CPN to be included in the wireless Category 11 record, Lucent would have built the
10 capability to capture CPN in its tandem switch AMA recordings to use in the Category 11
11 record. But as AT&T Missouri Jason Constable testified at pp. 10-12 of his direct
12 testimony, Lucent did not build this capability into its tandem switches.

13

14 **III. COMMENTS ON CERTAIN STATEMENTS FROM MR. VOIGHT’S DIRECT**
15 **TESTIMONY**

16 **Q. HAVE YOU READ MR. VOIGHT’S DIRECT TESTIMONY?**

17 A. Yes.

18

19 **Q. DO YOU AGREE WITH MR. VOIGHT’S OVERALL ASSESSMENT THAT 4**
20 **CSR 29.040(4) DOES NOT REQUIRE CPN TO BE INCLUDED AS PART OF**
21 **THE CATEGORY 11-01-XX BILLING RECORD FOR WIRELESS-**
22 **ORIGINATED CALLS?**

⁵ Read-Schedule 2(P), Part B, p. 1.

1 A. Yes.

2

3 **Q. ARE THERE PORTIONS OF MR. VOIGHT'S DIRECT TESTIMONY THAT**
4 **YOU DISAGREE WITH?**

5 A. Yes. At page 6 of his testimony, Mr. Voight discussed the "ramifications of not having
6 CPN as part of the billing record for wireless-originated telephone calls." Mr. Voight
7 states:

8 Lack of CPN within the tandem-created billing records for wireless-
9 originating calls simply means that the terminating carrier will have no
10 way of knowing the end user who originated the wireless telephone call.
11 (emphasis added)
12

13

14

14 **Q. DO YOU AGREE WITH THIS COMMENT?**

15 A. No. It is important to remember, as Mr. Constable points out in his direct testimony, that
16 the CPN is signaled forward through the telecommunications network with each call to
17 the terminating carrier (i.e., it is transmitted in the SS7 signaling stream). Since this
18 information is provided through signaling, the terminating carrier does have a way of
19 knowing the end user who originated the call. If CPN is really critical information to a
20 particular terminating carrier, it can make its own terminating recordings which would
21 include the CPN it receives in signaling.

22

23 **Q. MR. VOIGHT ALSO STATES, ON LINE 10, THAT "IN MANY INSTANCES**
24 **(BUT NOT ALL INSTANCES), KNOWING THE CPN WILL ASSIST THE**
25 **TERMINATING CARRIER IN VERIFYING THE PROPER JURISDICTION OF**

1 WIRELESS-ORIGINATED TELEPHONE CALLS.” DO YOU AGREE WITH
2 THIS STATEMENT?

3 A. No. As addressed in my direct testimony, the industry, through OBF has held extensive
4 jurisdictional discussions, and CPN has not been viewed as a potential solution for
5 wireless-originated traffic. Further, the Missouri Commission itself has recognized that
6 CPN cannot be used for jurisdictional purposes on wireless-originated calls:

7 . . . We caution all terminating carriers that any attempt to use an OCN or
8 CPN to determine the proper jurisdiction of wireless telephone calls on the
9 LEC-to-LEC network is not permissible under our local interconnection
10 rules. We recognize that this limitation contrasts with processes
11 historically employed on the Interexchange Carrier network in which CPN
12 is used to determine the jurisdiction of wireless calls. Again, we caution
13 that our rules will not permit such practices on the LEC-to-LEC network.
14

15 Although Mr. Voight indicated that CPN will help in “many instances,” even he
16 acknowledges the difficulty in verifying the proper jurisdiction of wireless-originating
17 calls. If CPN was truly helpful in “many instances,” it would clearly be advocated by
18 numerous companies, including AT&T, seeking jurisdictional answers.
19

20 **Q. DOES THE LACK OF CPN IN THE CATEGORY 11 RECORD FOR WIRELESS-**
21 **ORIGINATED CALLS MAKE THE RECORD UNUSABLE FOR**
22 **TERMINATING CARRIERS IN BILLING WIRELESS CARRIERS?**

23 A. No. AT&T Missouri has been providing Category 11 records on wireless-originated
24 traffic to terminating carriers in Missouri since June 2004. I am not aware of any
25 complaints from them that they are unable to use it to bill wireless carriers. In fact,
26 recent interconnection agreements between small ILECs in Missouri and wireless carriers

1 indicate that the ILECs can and are using our Category 11 records successfully to bill
2 wireless carriers. For example, the interconnection agreement that was recently approved
3 by the Commission between New London Telephone Company/Orchard Farm Telephone
4 Company/Stoutland Telephone Company (which are part of TDS Telecom) and T-Mobile
5 specifically requires the wireless carrier to accept our records as an accurate statement of
6 the traffic exchanged:

7 4.3 Where Local Telecommunications Traffic is exchanged between
8 the Parties indirectly via a third party tandem, TDS TELECOM
9 shall obtain usage records or a monthly traffic distribution report
10 either from the tandem operator summarizing traffic terminating to
11 TDS TELECOM. TDS TELECOM shall bill for 100% of the
12 traffic originated by T-Mobile and terminated to TDS TELECOM.
13 T-Mobile may bill TDS TELECOM for Local
14 Telecommunications Traffic originated by TDS TELECOM and
15 terminating to T-Mobile estimated by the following formula: Total
16 Local Telecommunications Traffic billed by TDS TELECOM,
17 divided by 0.80 (eighty percent) and then multiplied by 0.20
18 (twenty percent).
19

20 4.4 The Parties agree to accept the usage data or traffic
21 distribution' report from the tandem operator and the foregoing
22 calculation as an accurate statement of traffic exchanged between
23 the Parties. Alternatively, either Party may elect to measure actual
24 terminating traffic through its own recording equipment and utilize
25 these measurements in place of the traffic data from the tandem
26 operator. (emphasis added)⁶
27

28 **Q. MR. VOIGHT ALSO STATES, ON LINE 14, THAT "THE LACK OF CPN**
29 **WITHIN THE BILLING RECORD RESTRICTS, PERHAPS SEVERELY, THE**
30 **ABILITY OF TERMINATING CARRIERS TO INSTITUTE GENERAL**

⁶ Section 4.3 and 4.4 from page 10 of the Multi-State Wireless Traffic Exchange Agreement between TDS Telecommunications Corporation and T-Mobile USA, Inc., dated January 1, 2005, filed with the MoPSC on February 2, 2006 and approved by the MoPSC on March 23, 2006 in Case No. TO-2006-0324. A copy of the Agreement that was filed with the MoPSC and the Order approving it are appended as Read-Schedule 3.

1 **NETWORK AUDITING GUIDELINES.” DO YOU AGREE WITH THIS**
2 **STATEMENT?**

3 A. No. AT&T Missouri, as a terminating LEC has a process that Mr. Voight may consider
4 “general network auditing guidelines” and AT&T Missouri is not hindered by the lack of
5 CPN in wireless originating call records. AT&T Missouri has programmed numerous
6 audits of expected field values to ensure accurate records are created and received from
7 and to our network and systems. Auditing unreliable information such as CPN in
8 wireless originating calls, is unnecessary.

9
10 Additionally, as mentioned above, AT&T signals forward the CPN in the SS7 signaling
11 stream to the terminating carrier. So, to the extent that AT&T’s network receives the
12 wireless CPN in the signaling stream, the same information will be signaled forward to
13 the terminating carrier, meeting the terminating LEC’s perceived need for that
14 information.

15

16 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

17 A. Yes.

**READ-SCHEDULE 1 IS
PROPRIETARY IN ITS ENTIRETY**

**READ-SCHEDULE 2 IS
PROPRIETARY IN ITS ENTIRETY**

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Application of New London Telephone Company,)
Orchard Farm Telephone Company, and)
Stoutland Telephone Company for Approval of a) **Case No. TO-2006-0324**
Wireless Traffic Exchange Agreement under the)
Telecommunications Act of 1996.)

ORDER APPROVING INTERCONNECTION AGREEMENT

Issue Date: March 23, 2006

Effective Date: April 2, 2006

This order approves the interconnection agreement executed by the parties and filed by New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company (collectively known as "the TDS Companies").¹

On February 7, 2006, the TDS Companies filed an application with the Commission for approval of an interconnection agreement with T-Mobile USA, Inc. The agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996.² The agreement provides for compensation for the termination of traffic originated by each party that terminates to the other party through the facilities of another local exchange carrier. The TDS Companies hold certificates of service authority to provide basic local exchange telecommunications services in Missouri. T-Mobile is a commercial mobile radio service carrier.

¹ Although the TDS Companies refer to the agreement as a "wireless traffic exchange agreement," the Telecommunications Act of 1996 mentions only interconnection agreements.

² See 47 U.S.C. § 251, *et seq.*

Although T-Mobile is a party to the agreement, it did not join in the application. On February 9, 2006, the Commission issued an order making T-Mobile a party in this case and directing any party wishing to request a hearing to do so no later than March 1, 2006. No requests for hearing were filed.

The Staff of the Commission filed a memorandum and recommendation on March 6, 2006, recommending that the agreement be approved.

Discussion

Under Section 252(e) of the Act, any interconnection agreement adopted by negotiation must be submitted to the Commission for approval. The Commission may reject an agreement if it finds that the agreement is discriminatory or that it is not consistent with the public interest, convenience and necessity.

The Staff memorandum recommends that the agreement be approved and notes that the agreement meets the limited requirements of the Act in that it is not discriminatory toward nonparties and is not against the public interest. Staff recommends that the Commission direct the parties to submit any amendments to the Commission for approval.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Commission has considered the application, the supporting documentation, and Staff's recommendation. Based upon that review, the Commission concludes that the agreement meets the requirements of the Act in that it does not discriminate against a nonparty carrier and implementation of the agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the agreement

shall be conditioned upon the parties submitting any amendments to the Commission for approval pursuant to the procedure set out below.

Amendment Procedure

The Commission has a duty to review all interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act.³ In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize amendments to these agreements. The Commission has a further duty to make a copy of every interconnection agreement available for public inspection.⁴ This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission.⁵

The parties to each interconnection agreement must maintain a complete and current copy of the agreement, together with all amendments, in the Commission's offices. Any proposed amendment must be submitted pursuant to Commission rule 4 CSR 240-3.513(6).

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

³ 47 U.S.C. § 252.

⁴ 47 U.S.C. § 252(h).

⁵ 4 CSR 240-3.545.

The Commission, under the provisions of Section 252(e)(1) of the federal Telecommunications Act of 1996,⁶ is required to review negotiated interconnection agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity.⁷ Based upon its review of the agreement between the TDS Companies and T-Mobile and its findings of fact, the Commission concludes that the agreement is neither discriminatory nor inconsistent with the public interest and shall be approved.

The Commission notes that prior to providing telecommunications services in Missouri, a party shall possess the following: (1) an interconnection agreement approved by the Commission; (2) except for wireless providers, a certificate of service authority from the Commission to provide interexchange or basic local telecommunications services; and (3) except for wireless providers, a tariff approved by the Commission.

IT IS ORDERED THAT:

1. The interconnection agreement between the TDS Companies (New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company) and T-Mobile USA, Inc., filed on February 7, 2006, is approved.

2. Any changes or amendments to this agreement shall be submitted in compliance with 4 CSR 240-3.513(6).

⁶ 47 U.S.C. § 252(e)(1).

⁷ 47 U.S.C. § 252(e)(2)(A).

3. This order shall become effective on April 2, 2006.
4. This case may be closed on April 3, 2006.

BY THE COMMISSION



Colleen M. Dale
Secretary

(S E A L)

Nancy Dippell, Deputy Chief Regulatory Law
Judge, by delegation of authority pursuant
to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 23rd day of March, 2006.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Application of New London Telephone Company,)
Orchard Farm Telephone Company and Stoutland)
Telephone Company for Approval of a Wireless) Case No. _____
Traffic Exchange Agreement under the)
Telecommunications Act of 1996)

**APPLICATION OF NEW LONDON TELEPHONE COMPANY, ORCHARD FARM
TELEPHONE COMPANY AND STOUTLAND TELEPHONE COMPANY
FOR APPROVAL OF A WIRELESS TRAFFIC EXCHANGE AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company ("the TDS Companies") and hereby file this Application for Approval of a Wireless Traffic Exchange Agreement between the TDS Companies and T-Mobile USA ("T-Mobile") under the Telecommunications Act of 1996 ("the Act"). In support of this Application, the TDS Companies state to the Missouri Public Service Commission ("Commission") as follows:

I. AGREEMENT REACHED

The TDS Companies are local exchange carriers operating in Missouri. The TDS Companies are Missouri corporations in good standing with the Missouri Secretary of State. In Case No. TO-2004-0370, the TDS Companies filed Certificates of Good Standing from the Missouri Secretary of State which the TDS Companies request be incorporated by reference in this case. The TDS Companies are not aware of any pending action or final unsatisfied judgments or decisions against them from any state or federal agency or court which involve customer service or rates. The TDS Companies' annual reports and assessment fees are not overdue. This information is

still current and correct, as evidenced by the notarized affidavit of Ms. Linda Lowrance (Attachment I).

T-Mobile is a commercial mobile radio service carrier operating in Missouri.

On December 14, 2005, after good faith negotiations, the TDS Companies and T-Mobile executed a Wireless Traffic Exchange Agreement ("the Agreement") for the state of Missouri pursuant to the terms of the Federal Act (see Agreement, Attachment II). Pursuant to the Act, the TDS Companies hereby submit this Agreement for approval by the Commission. The Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement consists of twenty-one (21) pages and three (3) Appendices. There are no outstanding issues between the TDS Companies and T-Mobile that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

The TDS Companies seek the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. The TDS Companies represent that the implementation of this negotiated and executed Agreement complies fully with both Missouri law and Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The TDS Companies respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension or delay in its implementation. This is a

bilateral agreement, reached as a result of negotiations and compromise between the parties. Correspondence, orders and decisions in this matter should be addressed to:

John Zeiler
TDS Telecom
2495 N. Main Street
P.O. Box 220
Choctaw, OK 73020-0220

Brian T. McCartney
Brydon, Swearngen & England P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
bmccartney@brydonlaw.com

Linda Lowrance
TDS Telecom
725 Pellissippi Parkway
Box 22995
Knoxville, TX 37933

Marin Fettman
T-Mobile USA
12920 SE 38th Street
Bellevue, WA 98006

III. COMMISSION AUTHORITY

Under the Federal Telecommunications Act of 1996 ("the Act"), the Commission has the authority to grant the relief requested by the TDS Companies. Specifically, Section 252(a) of the Act provides:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

- (1) **VOLUNTARY NEGOTIATIONS.** -- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

IV. STANDARD OF REVIEW

Under Section 252 of the Act, the Commission has the authority to approve an agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may only reject an agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252(e)(2) of the Act provides as follows:

GROUND FOR REJECTION.-- The State Commission may only reject --

- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

The affidavit of Ms. Linda Lowrance, Manager-Interconnection for the TDS Companies, establishes that the Agreement satisfies these standards. (Affidavit, Attachment I)

V. CONCLUSION

WHEREFORE, the TDS Companies respectfully request the Commission to issue an Order that: (1) approves expeditiously the Wireless Traffic Exchange Agreement between the TDS Companies and T-Mobile, and (2) grants such other relief as is reasonable in the circumstances.

Respectfully submitted,

By /s/ Brian T. McCartney

W.R. England, III Mo. #23975

Brian T. McCartney Mo. #47788

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(573) 635-7166

(573) 634-7431 (FAX)

Attorneys for the TDS Companies

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document this 7th day of February, 2006, to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102


Marin Fettman
T-Mobile USA
12920 SE 38th Street
Bellevue, WA 98006

/s/ Brian T. McCartney

Brian T. McCartney

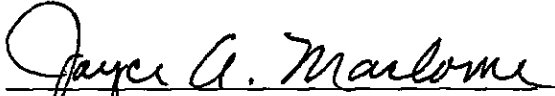
VERIFICATION

I, Linda Lowrance, Manager-Interconnection of the TDS Companies, hereby verify and affirm that I have read the foregoing APPLICATION OF THE TDS COMPANIES FOR APPROVAL OF A WIRELESS TRAFFIC EXCHANGE AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996 and that the statements contained herein are true and correct to the best of my information and belief.

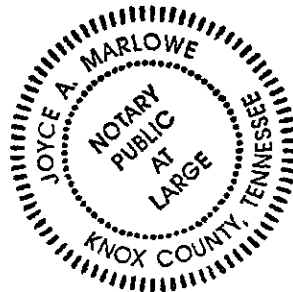

Linda Lowrance

STATE OF *Tennessee*)
COUNTY OF *Knox*) ss

Subscribed and sworn to me, a Notary Public, on this 6th day of February, 2006.


Notary Public

My Commission expires _____ My Commission Expires June 7, 2008



STATE OF Tennessee)
COUNTY OF Knock)

AFFIDAVIT OF LINDA LOWRANCE

Before me, the Undersigned Authority, on this 6th day of February, 2006, personally appeared Linda Lowrance, Manager-Interconnection of the TDS Companies, who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Linda Lowrance. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Manager-Interconnection of the TDS Companies ("the TDS Companies") and have personal knowledge of the Agreement between the TDS Companies and T-Mobile. I have reviewed the agreement on behalf of the TDS Companies and have personal knowledge of the provisions. The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement ("the Agreement") by the TDS Companies and T-Mobile.
2. The Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between the TDS Companies and T-Mobile.
5. This Agreement does not discriminate against any telecommunications

ATTACHMENT I

carrier. The terms of this Agreement are available to any similarly situated provider in negotiating a similar agreement.


6. The TDS Companies are Missouri corporations in good standing with the Missouri Secretary of State.
7. The TDS Companies are not aware of any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates.
8. The TDS Companies' annual reports and assessment fees are not overdue.

Further Affiant sayeth naught.


Linda Lowrance
Manager-Interconnection
The TDS Companies

Sworn and subscribed to before me this 14th day of February, 2006 to certify which witness my hand and seal of office.




Notary Public

My Commission Expires June 7, 2008

ATTACHMENT I

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.

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-

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
24 Hr.: (888) 662-4662

TDS TELECOM
24 Hr.: 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

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

"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.

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.

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~~

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

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.

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

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:

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

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

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.

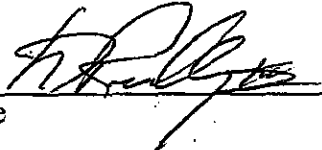
20.3 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document

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

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.

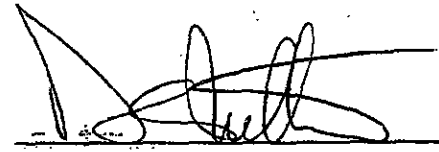
TDS Telecommunications Corporation (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)

 12/14/05
Signature (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

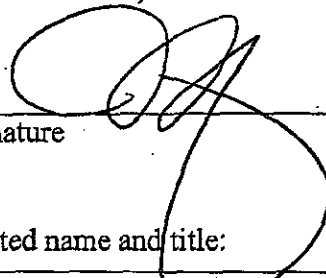

Signature (Date)

Printed name and title:

David A. Wittwer

President - ILEC Operations

T-Mobile USA, Inc.

 12/07/05
Signature (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.

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 (Attapulgis 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

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 <hr/> Riverside Telecom, LLC <hr/> Southeast Telephone Company of Wisconsin, Inc. <hr/> Stockbridge & Sherwood Telephone Company Tenney Telephone Company, LLC The Scandinavia Telephone Company UTELCO, LLC Waunakee Telephone Company, LLC

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:

<u>Reciprocal Compensation Rates</u>	<u>\$/MOU</u>
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Transport and Termination	.0175
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<u>Intermediary Transit Service</u>	<u>\$/MOU</u>
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Intermediary Transit Charge	0.005
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<u>InterMTA Percentage</u>	<u>2%</u>
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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%