

TDS TELECOM®

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January 10, 2002

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

020040-TP

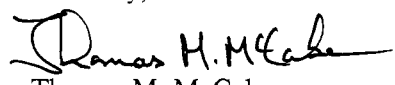
Re: Quincy Telephone Company d/b/a TDS Telecom/Quincy for approval of Wireless Interconnection Agreement with Sprint PCS

Dear Ms. Bayo:

Enclosed for filing please find an original plus five copies of a fully executed Wireless Interconnection Agreement between Quincy Telephone Company d/b/a TDS Telecom/Quincy Telephone Company and Sprint PCS. TDS Telecom respectfully requests approval of the agreement pursuant to 47 U.S.C. §252(e) of the Telecommunications Act of 1996.

Questions regarding this filing may be directed to me at (850) 875-5207.

Sincerely,



Thomas M. McCabe
Manager-External Relations
TDS TELECOM

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WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - FLORIDA

020040-TP

This Agreement is made effective on the 1st day of June, 2001, between TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A attached hereto and made a part hereof (collectively, "TDS TELECOM"), and Sprint Spectrum, L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and as agent for SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS, with offices at 6160 Sprint Parkway, Overland Park, Kansas 66251 ("SPRINT PCS").

The TDS TELECOM companies are local exchange carriers in Florida. SPRINT PCS is a commercial mobile radio service carrier operating in Florida. TDS TELECOM and Sprint PCS desire to interconnect for the purpose of exchanging traffic between the parties' customers.

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

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between SPRINT PCS' network in Florida and TDS TELECOM's network in Florida. The exchange of non-local traffic between other portions of TDS TELECOM's network and SPRINT PCS' network shall be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on any undisputed charges that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party

shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than one hundred and eighty (180) days old, with the exception of traffic that pre-dates the effective date of this Agreement.

SECTION III INDEPENDENT CONTRACTORS

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

SECTION IV LIABILITY

A.

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

B.

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

C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

SECTION V Intentionally left blank.

SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION VII
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 VIII
GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Florida. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Florida.

SECTION IX
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION X
NOTICE

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

Business Name: Sprint PCS.
Mailing Address: 6160 Sprint Parkway, Bldg. 9
Mailstop: KSOPHI0414
City/State/Zip Code: Overland Park, KS 66251
Attention: Legal/Regulatory Dept.

With a copy to:

Business Name: Sprint PCS
Mailing Address: 11880 College Blvd.
Mailstop: KSOPAM0101
City/State/Zip Code: Overland Park, KS 66210-2035
Attention: Director, Number and Interconnection Management

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

Business Name: Sprint PCS
Mailing Address: P. O. Box 6827
Shipping Address:
City/State/Zip Code: Leawood, KS 66206-0827
Attention: Access Verification

or to such other location as Sprint PCS may direct in writing.

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

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 22995
Shipping Address: 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

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

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Kris Groth, Local Interconnection Billing

or to such other location as the receiving party may direct in writing.

SPRINT PCS shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

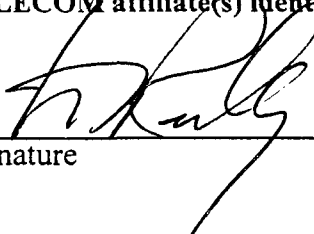
SECTION XI ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XII
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM may be entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

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

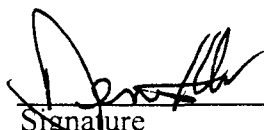
 10/31/01
Signature (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

Sprint Spectrum, L.P.

 10/15/01
Signature (Date)

Printed name and title:

Dennis Huber

Sr. Vice President - Operations

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (FL Companies) and Sprint Spectrum, L.P. dated the 1st day of June, 2001 relating to the exchange of Local Traffic.

APPENDIX A
Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>COMPANY</u>	<u>\$/MOU</u>
Quincy Telephone Company	0.008788

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by SPRINT PCS and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing SPRINT PCS for traffic terminating to TDS TELECOM. The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties.

SPRINT PCS elects to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

Transport and termination of non-local traffic shall be billed per applicable access tariff.