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January 17, 2007

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk &
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

070055-TP

Re: Quincy Telephone Company d/b/a TDS Telecom/Quincy Telephone for approval of Wireless Interconnection Agreement with Alltel Communications, Inc.

Dear Ms. Bayo:

Enclosed for filing, please find an original plus five copies of a fully executed Wireless Interconnection Agreement between TDS Telecom/Quincy Telephone and Alltel Communications, Inc. 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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107 W. FRANKLIN STREET
QUINCY, FL 32351
CUSTOMER CARE: 850.875.2111
FAX: 850.875.5226

ORIGINAL

WIRELESS INTERCONNECTION AGREEMENT TDS TELECOM - FLORIDA

This Agreement is entered into as of the 15th day of September 2006, between the TDS Telecommunications Corporation subsidiaries or affiliates identified in Appendix A (collectively, "TDS TELECOM"), and ALLTEL Communications, Inc., a Delaware corporation with its principal place of business located at Little Rock, Arkansas ("ALLTEL"). ALLTEL and TDS TELECOM are each individually a "Party" and are together the "Parties" to this Agreement. This Agreement is effective as of January 1, 2006.

TDS TELECOM is a local exchange carrier in Florida. ALLTEL is a commercial mobile radio service carrier operating in the Major Trading Areas ("MTA") listed on Appendix A. TDS TELECOM and ALLTEL desire to interconnect on an indirect basis 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 DEFINITIONS

- 1.1. "**Act**" means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended.
- 1.2. "**Affiliate**" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. "**Central Office Switch**" means an ILEC switch used to provide Telecommunications Services, including, but not limited to the following:
 - (a) "**End Office Switch**" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) "**Remote End Office Switch**" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
 - (c) "**Host Office Switch**" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office

Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) **“Tandem Switch”** is a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.

A Central Office Switch may also be employed as a combination of any or all of the above switch types.

- 1.4. **“Commercial Mobile Radio Services”** or **“CMRS”** has the meaning given to the term in the Part 20, FCC Rules
- 1.5. **“Commission”** means the Florida Public Service Commission.
- 1.6. **“Direct Interconnection”** means either a one-way or two-way direct trunk connection between the TDS TELECOM network and the ALLTEL network.
- 1.7. **“End User”** means, whether or not capitalized, any business, residential or governmental customer of services provided by a Party, and includes the term “Customer”. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.
- 1.8. **“FCC”** means the Federal Communications Commission.
- 1.9. **“Interconnection”** has the meaning given the term in the Act.
- 1.10. **“Interexchange Carrier”** or **“IXC”** means a carrier that provides or carries, directly or indirectly, InterLATA or IntraLATA toll Traffic.
- 1.11. **“InterMTA Traffic”** is Traffic that originates in one MTA and terminates in a different MTA.
- 1.12. **“Local Exchange Carrier”** or **“LEC”** is as defined in the Act.
- 1.13. **“Major Trading Area”** or **“MTA”** means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202(a).
- 1.14. **“Local Traffic”** for inter-carrier compensation purposes, means Wireless to Wireline and Wireline to Wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the

wireless subscriber at the beginning of the call and the central office serving the landline end-user.

- 1.15. **“Mobile Switching Center”** or **“MSC”** means ALLTEL facilities and related equipment that perform the switching for the routing of calls from and among its End Users and other Telecommunications Carrier networks. The MSC is also used to connect and switch trunk circuits within the ALLTEL network and between the ALLTEL network and the public switched telephone network.
- 1.16. **“NPA”** or the **“Number Plan Area”** also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).
- 1.17. **“NXX”** means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.18. **“Party”** means either TDS TELECOM or ALLTEL, and **“Parties”** means TDS TELECOM and ALLTEL.
- 1.19. **“Point of Interconnection”** or **“POI”** means that technically feasible point of demarcation where the exchange of traffic between the Parties takes place.
- 1.20. **“Rate Center”** means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.21. **“Reciprocal Compensation”** means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier’s network of Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.22. **“Telecommunications”** means the transmission, between or among points specified by the End User, of information of the End User’s choosing, without change in the form or content of the information as sent and received.
- 1.23. **“Telecommunications Carrier”** means any provider of Telecommunications services, except that such term does not include

aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).

- 1.24. **“Telecommunications Traffic”** is Telecommunications that is originated and terminated between a LEC and a CMRS provider within the same Major Trading Area (MTA), regardless of whether it is transported by a third party. Telecommunications Traffic includes Local Traffic, IntraMTA Traffic, and Transiting Traffic.
- 1.25. **“Termination”** means the switching of Telecommunications Traffic at the terminating carrier’s End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.26. **“Third Party Provider”** shall mean any facilities-based telecommunications carrier, including designated access tandem providers and Interexchange Carriers, which carry Transiting Traffic. The term shall not mean resellers of a LEC’s local exchange services or resellers of a CMRS service.
- 1.27. **“Transiting Traffic”** means traffic between two Telecommunications Carriers, carried by a Third Party Provider that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.28. **“Transport”** means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called Party, or equivalent facility provided by a third party provider.
- 1.29. **“Wireless”** is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
- 1.30. **“Wireline”** is telecommunications services provided by a LEC in accordance with its state certification.

SECTION II SCOPE OF AGREEMENT

This Agreement shall cover Interconnection and Reciprocal Compensation arrangements for traffic terminated between the Parties. The Parties have addressed the incidental exchange of InterMTA Traffic between their networks. To the extent that either Party can identify InterMTA Traffic, the Parties will exchange such traffic via the existing toll network and InterMTA traffic shall be billed at applicable access tariff rates. As of the execution date of this Agreement neither Party is capable of

measuring InterMTA Traffic, the Parties agree that such traffic between them, if any, is *de minimus*.

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

SECTION III TRAFFIC EXCHANGE

Local Traffic between TDS TELECOM and ALLTEL shall be delivered via a direct connection between ALLTEL and TDS TELECOM, if such a connection exists. Or, in the alternative, Local Traffic may be exchanged between the Parties via the Designated LATA Tandem set forth on Appendix B.

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.

Direct Interconnection between ALLTEL and TDS TELECOM, and the routing of traffic under both direct and indirect connections, are described in Appendix C.

SECTION IV BILLING

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 D, 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 sixty (60) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid amounts that have been billed that are greater than sixty (60) 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 (1) year old, with the exception of the initial bill rendered by each Party under this Agreement.

Taxes. The Party collecting revenue shall be responsible for collecting, reporting, and remitting all appropriate taxes associated therewith. Each Party will separately state all taxes, fees, or surcharges on the original invoice for goods or services provided under this Agreement. All purchases under this Agreement are for resale in the ordinary course of the purchasing Party's business. The purchasing Party shall furnish the providing Party a proper resale tax exemption certificate or other documentation to the providing Party upon request.

SECTION V
OFFICE CODE TRANSLATIONS

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide (“LERG”) in order to recognize and route traffic to the other Party’s assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service.

SECTION V
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 VI
LIABILITY

A.

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

B.

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

C.

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

SECTION VIII
INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

SECTION IX FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

SECTION X NON-DISCLOSURE

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

SECTION XI ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION XII 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 six (6) month 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 the end of the initial term or any renewal term.

SECTION XIII DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

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

SECTION 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

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective federal legislative action or any effective federal regulatory or judicial order, rule, or regulation purporting to apply the provisions of the Act to the Parties or in which the FCC makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. In the event that such new terms are not renegotiated within

ninety (90) days after such notice, the Parties shall utilize the Dispute Resolution procedure set forth in this Agreement

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 XVI
NON-SEVERABILITY

The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

SECTION XVII
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 XVIII
NOTICE

Notices, 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 ALLTEL to:

Business Name: ALLTEL Communications, Inc.
Mailing Address: One Allied Drive
City/State/Zip Code: Little Rock, AR 72203
Attention: Director – Contract Negotiations
Contact Phone Number: (501) 905-8000

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: 525 Junction Road
City/State/Zip Code: Madison, WI 53717
Attention: Carrier Relations
Contact Phone Number: (608) 664-4800

With a copy to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 5366
City/State/Zip Code: Madison, WI 53705-0366
Attention: Peter R. Healy, Regulatory & Legal Counsel

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 620988
City/State/Zip Code: Middleton WI 53562-0988
Attention: Carrier Relations

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

ALLTEL 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 XIX 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 XX BUSINESS RECORDS

Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purposes is limited to data not in excess of twenty-four (24) months old. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide reasonable access to necessary and applicable information during normal business hours at no charge to the reviewing Party.

SECTION XXI MISCELLANEOUS

TDS TELECOM claims it is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

SECTION XXII
DEFAULT

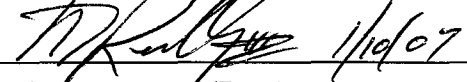
If either Party is in violation of a material term or condition of this Agreement, and such violation shall continue for thirty (30) days after written notice thereof, the other Party shall notify the Commission in writing and may seek legal and/or regulatory relief.

SECTION XXIII
RELEASE

In resolution of the Parties rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement.

TDS TELECOM and ALLTEL hereby authorize and execute this Agreement.

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

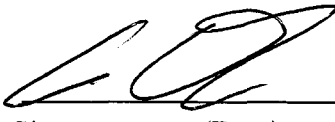

Signature (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

ALLTEL Communications, Inc.

 12-13-06
Signature (Date)

Printed name and title:

Gene DeJordy

Vice President

Signature Page to Wireless Interconnection Agreement between the TDS Telecommunications Corporation affiliates listed in Appendix A and ALLTEL Communications, Inc. dated the 15th day of September, 2006, relating to the exchange of Local Traffic.

APPENDIX A

Names of TDS TELECOM Companies and ALLTEL Associated MTAs

TDS TELECOM Companies covered under this Agreement and the associated CMRS Major Trading Areas in which the Parties exchange Local Traffic:

TDS TELECOM Company Name

Quincy Telephone Company d/b/a TDS Telecom

ALLTEL CMRS MTA #

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APPENDIX B
Designated LATA Tandem/Provider

<u>TDS TELECOM Company Name</u>	<u>OCN</u>	<u>EO CLLI</u>	Designated <u>Tandem</u>	Tandem <u>Provider</u>
Quincy Telephone Company d/b/a TDS Telecom	4454	QNCYFLXADS0	TLHSFLXA02T	EMBARQ

APPENDIX C
Direct Interconnection and Traffic Routing

1. Direct Interconnection

- 1.1. Direct Interconnection facilities provide a trunk side connection between the Parties' networks. In the event the Parties agree to establish a Direct Interconnection, the Parties will establish one POI per LATA, at a mutually agreeable point, for each TDS Telecom company covered under this Agreement. The mutually agreed upon Points of Interconnection for Direct Interconnection are listed in Appendix E. The Parties agree to amend this Agreement to add to the list of Points of Direct Interconnection in Appendix E from time to time, as needed.
- 1.2. Upon mutual agreement of the Parties, Direct Interconnection facilities may be either One-Way or Two-Way facilities. When both Parties agree to utilize two way facilities, each Party will be responsible for its own charges to reach the applicable TDS Telecom exchange boundary for installation and recurring charges.
- 1.3. The Parties shall provide each other a forecast of projected Local Traffic volume for each point of interconnection when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.
- 1.4. Direct Interconnection Methods Available to Parties. Either Party may provide its own facilities and transport for the delivery of Local Traffic from its network to a POI with the other Party's network or may purchase an entrance facility and transport from a Third Party Provider for the delivery of Local Traffic. Alternatively, Alltel may purchase an entrance facility and transport from TDS Telecom for the delivery of Local Traffic. Rates for entrance facilities and transport purchased from TDS Telecom are specified in TDS Telecom's applicable Access Service Tariff.
- 1.5. Technical Requirements and Standards. Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others.
- 1.6. Impairment of Service.
 - 1.6.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its

services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public ("Impairment of Service").

- 1.6.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

2. Routing of Traffic

This Section provides the terms and conditions for the proper routing exchange of Traffic between the Parties' respective networks.

- 2.1. Indirect Interconnection via a Third Party Provider. As an alternative to routing Local Traffic covered by this Agreement through a Direct Interconnection, either Party may choose to route traffic from its network through a Third Party Provider. If the Third Party Provider is other than TDS's designated access tandem provider, it is the originating Party's responsibility to insure that the Third Party Provider provides timely and unaltered call detail records in the "EMI category 11- Carrier Access Usage Format" to the terminating Party. Records must include callers' actual originating telephone number, the "Carrier Identification Code" of the originating carrier and the "Local Routing Number", if present. The field in the call record that identifies the "operating carrier number" will be populated by the originating carrier and should, in any case, be populated if the originating carrier does not have a "Carrier Identification Code".
- 2.2. Mobile to Land Traffic – Direct Interconnection. Alltel shall be responsible for the delivery of Traffic from its network to the appropriate Point of Interconnection with TDS Telecom's network for the Transport and Termination of such traffic by TDS Telecom to one of its End Users.
- 2.3. Land to Mobile Traffic – Direct Interconnection.
 - 2.3.1. TDS Telecom shall be responsible for the delivery of traffic from its End Users connected to its network to the appropriate Point of Interconnection with Alltel's network for the Transport and Termination of such traffic by Alltel to an End User.

- 2.3.2. Where Direct Interconnection trunks exist between the Parties, each Party agrees to utilize such Direct Interconnection trunks as the primary route for delivery of Local Traffic to the other Party. Any overflow traffic shall be routed to the designated access tandem provider for delivery to the other Party. The Parties agree to calculate Reciprocal Compensation charges for any Local Traffic not traversing the Direct Interconnection based on the traffic factors referenced in Appendix D of this Agreement.
- 2.4. Dialing Parity. Both Parties agree to adhere to dialing parity obligations including 'N-1 carrier' routing obligations. The Parties agree to recognize the Rate Centers established in the LERG for each other's respective NXX codes and to rate calls to those codes in the same manner, that it would rate calls to its own or any other carrier's codes within the same Rate Center.

APPENDIX D
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>TDS TELECOM Company Name</u>	<u>\$/MOU</u>
Quincy Telephone Company d/b/a TDS Telecom	\$0.008788

TDS TELECOM shall obtain call detail records or a monthly traffic distribution report from the tandem operator of traffic originated by ALLTEL and terminating to TDS TELECOM. This information shall be used by TDS TELECOM for billing ALLTEL for traffic terminating to TDS TELECOM. ALLTEL may obtain call detail records or a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to ALLTEL. This information may be used by ALLTEL for billing TDS TELECOM for terminating traffic to ALLTEL.

If ALLTEL is unable or elects not to obtain traffic information from the tandem operator, the Parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM shall bill for 100% of the Telecommunications Traffic originated by ALLTEL and terminated to TDS TELECOM.
2. Alltel shall calculate Reciprocal Compensation due from TDS Telecom as follows: Divide the total number of monthly measured minutes of use originated by Alltel and terminated on TDS Telecom's network by a mobile to land traffic factor of seventy percent. The total calculation will then be multiplied by a land to mobile traffic factor of thirty percent to arrive at the total minutes of use terminated on Alltel's network per month. This monthly total will be multiplied by the rates set forth in Appendix D to obtain the Reciprocal Compensation amount due Alltel for a given billing period. For example, TDS Telecom determines that 10,000 minutes of Alltel originated Traffic has been delivered to it in a given billing period: The Parties will assume that 6,667 minutes of TDS Telecom originated calls were delivered to Alltel for termination (10,000/.60 multiplied by .40), between the dates of January 1, and June 30, 2006, inclusive. On July 1, 2006 and thereafter, the Parties will assume that 8,181 minutes of TDS Telecom originated calls were delivered to Alltel for termination (10,000/.55 multiplied by .45).

Either Party may bill on a monthly or quarterly basis.

The Parties agree to accept traffic information from the tandem operator as representative of traffic exchanged between the Parties. 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 elect 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.

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

Transport and termination of InterMTA Traffic shall be billed per applicable access tariff.

APPENDIX E
Mutually Agreed Upon POIs for Direct Interconnection

The Parties agree that the following constitute technically feasible and mutually agreed upon points of Direct Interconnection between the TDS TELECOM and ALLTEL networks:

<u>TDS TELECOM Company Name</u>	<u>OCN</u>	<u>LATA</u>	<u>Date Established</u>	<u>POI Description</u>
Quincy Telephone Company d/b/a TDS Telecom	4454	450	TBD	Note 1

Note 1: The parties agree to establish a direct interconnection between their respective networks with a POI to be established at Quincy's meet point with Embarq or another location within the Quincy wire center.