



July 27, 2009

Via Overnight Delivery

Ms. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37423-0505

Re: *Petition for Approval of the Wireless Interconnection Agreement Between
TDS Telecom and NTCH-West Tenn., Inc. d/b/a Clear Talk Pursuant to
Sections 251 and 252 of the Telecommunications Act of 1996,
Docket # 09-00112*

RECEIVED
2009 JUL 28 PM 12:18
T.R.A. DOCKET ROOM

Dear Chairman Kyle:

Enclosed please find 14 copies of the Wireless Interconnection Agreement between NTCH-West Tenn., Inc. and TDS Telecom submitted for Tennessee Regulatory Authority approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

TDS Telecom's Disaster Recovery Plan is included as Appendix C to this agreement. In the event of any disaster that affects the delivery of traffic for an extended period of time, TDS Telecom shall utilize the Disaster Recovery Plan as filed herein and implement measures in accordance with the plan on a non-discriminatory basis, with all affected carriers, including NTCH-West Tenn, Inc.

TDS Telecom respectfully requests the Authority approve this Agreement as filed.

Should you have any questions regarding this filing, you may contact me at (865) 671-4758.

Sincerely,

Linda Lowrance
Manager- Carrier Relations

Enclosures 14 copies
 1-check \$50

cc: Adilia Aguilar- NTCH (w/o enclosures)
 Bruce Mottern (w/o enclosures)

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

RECEIVED
2005 JUL 28 PM 1:29
T.R.A. DOCKET

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM – TENNESSEE

This Wireless Interconnection Agreement (the “Agreement”) is made effective on the 1st day of March 2009 between TDS Telecommunications Corporation subsidiary(ies) or affiliate(s) identified on Appendix A (collectively, “TDS TELECOM”), and NTCH-West Tenn, Inc. d/b/a Clear Talk, a Tennessee corporation, with offices at 703 Pier Avenue, Suite B, PMB#813, Hermosa Beach, CA 90254 (“NTCH”). TDS TELECOM and NTCH are each individually a “Party” and are together the “Parties” to this Agreement.

TDS TELECOM is a Local Exchange Carrier in Tennessee. NTCH is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in Tennessee. TDS TELECOM and NTCH desire to interconnect their networks for the purpose of exchanging traffic between the Parties’ customers. Services provided by TDS TELECOM to NTCH under this Agreement are provided pursuant to NTCH’s role as a CMRS provider.

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

SECTION I
DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1. “Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state jurisdiction.
2. “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.
3. “Commercial Mobile Radio Service” (“CMRS”) is defined in 47 U.S.C. Section 332(c) and FCC implementing regulations in 47 CFR Part 20.

4. "Commission" is the Tennessee Regulatory Authority.
5. "FCC" is the Federal Communications Commission.
6. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between networks for the purpose of transmission and routing of telecommunications traffic.
7. "Interexchange Carrier" or ("IXC") means a carrier that provides or carries, directly or indirectly, InterLATA service or IntraLATA Toll Traffic.
8. "Intermediary Traffic" is traffic that is delivered to or from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of TDS TELECOM from or to an end user of NTCH.
9. "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
10. "IntraLATA Toll Traffic" means those intraLATA station calls that are outside of the local or EAS calling area as defined in the applicable TDS TELECOM tariff.
11. "Local Access and Transport Area or ("LATA") 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.
12. "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), except to the extent that the FCC finds that such service should be included in the definition of such term.
13. "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.
14. "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).
15. "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.

16. "Non-Local Traffic" for inter-carrier compensation purposes means the completion of interMTA calls based on the location of the wireless subscriber and the TDS TELECOM landline end-user.
17. "Point of Connection" or ("POC") is a physical location where NTCH is interconnected with TDS TELECOM.
18. "Rate Center" as defined by NANC and used in this Agreement means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges.
19. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.
20. "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
21. "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 NTCH only in association with CMRS services and compensation for the exchange of traffic between TDS TELECOM and NTCH for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between NTCH subscribers and TDS TELECOM end-users associated with the provision of two-way services. The Wireless Interconnection arrangements described herein will not be used by NTCH to terminate other types of traffic on TDS TELECOM's network. Other Interconnection arrangements will be covered by separate contract, tariff or price lists. Calls to and from TDS TELECOM and NTCH that utilize the facilities of an Interexchange Carrier (IXC) at any point during the call are specifically excluded from this Agreement.

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

SECTION III INTERCONNECTION

Direct Interconnection:

1. Depending upon business needs and the technical capability and location of the Parties' switches, various Wireless Interconnections and services arrangements are possible. Wireless Interconnection and service arrangements are described in Bellcore GR-145-CORE and Telcordia Notes on the Networks, SR-2275.
2. Type 2B Interconnection Service provides a trunk-side connection between a TDS TELECOM end-office and a CMRS provider's Point of Connection. It is used only for the exchange of Local Traffic between NTCH and TDS TELECOM. Type 2B Interconnection Service provides access to the TDS TELECOM customers served by the end-office. Type 2B interconnection service may be optioned for common channel signaling service using Signaling System 7 ("CCS7") protocols.
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.
4. NTCH shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center (MSC) to a mutually acceptable Point of Connection (POC) on the TDS TELECOM network. Alternatively, NTCH 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.
5. The Point(s) of Connection between TDS TELECOM and NTCH are defined in Appendix B, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and NTCH from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.
6. Each Party shall construct, equip, maintain and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time to time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.
7. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary

for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks; provided, that, neither Party may change the POC without the written consent of the other.

8. Two-way local interconnection trunk group(s) shall be established between the Parties for the exchange of the Local Traffic at the POC. Two-way trunking will be jointly provisioned and maintained. Overflow from either end of the direct local interconnection trunk group may be alternate routed to the appropriate access tandem.

Indirect Interconnection:

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

SECTION IV
BILLING

1. Each Party shall bill the other for Local Traffic which the billing Party terminates to its own customers and which were originated by the billed Party using the applicable Reciprocal Compensation rates and billing procedures set forth on the attached Appendix A, which is incorporated by reference. For originating and terminating Non-Local Traffic, each Party shall pay the other TDS TELECOM's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in TDS TELECOM's applicable Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed to CMRS provider at the standard rate for those services. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its end-users.
2. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. However, recognizing that the Parties cannot 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 A as a surrogate method of classifying and billing traffic. The Parties explicitly recognize that the InterMTA percentage provided in this Agreement is based on the specific network configuration of the two Parties, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate Non-Local Traffic, directly or indirectly, in such a fashion as to make the calls appear as Local Traffic for compensation purposes.

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

SECTION V OFFICE CODE TRANSLATIONS

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

The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service and either own or lease interconnection and or transport facilities for the provision of such service. If NTCH decides to obtain an NPA-NXX associated with any TDS TELECOM Rate Center in Tennessee, NTCH shall notify TDS TELECOM and the Parties may amend this Agreement as needed to address such traffic.

SECTION VI INDEPENDENT CONTRACTORS

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

SECTION VII LIABILITY

A.

Neither Party nor any of their affiliates shall be liable to the other in connection with the provision or use of the services offered under this Agreement for any indirect, consequential, reliance, or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section VIII.

B.

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

C.

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

SECTION VIII INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in

the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

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

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

SECTION IX FORCE MAJEURE

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

SECTION X NON-DISCLOSURE

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal

Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

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

SECTION XI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall have an initial term of one (1) year provided that either Party shall have the right to terminate this Agreement with or without cause on sixty (60) days notice. This Agreement shall renew automatically for successive one (1) year periods, unless terminated as provided above.

Notwithstanding the foregoing, either Party may terminate this Agreement, in whole or in part, in the event of a default by the other Party, provided that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of the written notice thereof.

SECTION XII DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a

detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representative 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 or submitting the dispute to binding arbitration.

SECTION XIII THIRD PARTY BENEFICIARIES

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

SECTION XIV GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Tennessee. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

SECTION XV ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties. This Agreement is a result of a negotiation between the Parties, and it was jointly drafted by both Parties.

SECTION XVI NOTICE

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

Business Name: NTCH-West Tenn, Inc.
Mailing Address: 703 Pier Avenue, Suite B (#813)
City/State/Zip Code: Hermosa Beach, CA 90254
Attention: Adilia Aguilar
Phone: 310/798-~~7112~~ 7110 AA
Facsimile: 877/367-6824

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 NTCH to:

Business Name: NTCH-West Tenn, Inc.
Address: 1970 N. Highland Ave., Suite # E AA
City/State/Zip Code: Jackson, TN 38305
Attention: Linda George
Phone: 731/928-4800

or to such other location as NTCH may direct in writing.

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

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 22995
Shipping Address: 10025 Investment Drive, Suite 200
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)
Attention: Carrier Relations
Phone: (865) 966-4700

With a copy to:

Business Name: TDS Telecom
Mailing Address: P. O. Box 5366
City/State/Zip Code: Madison, WI 53705-0366
Attention: Legal Department

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

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705
Attention: Recip Comp Verification

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

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

SECTION XVII ASSIGNMENT

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

SECTION XVIII BUSINESS RECORDS

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

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.

Katherine S. Brunkow 7/9/09
Signature (Date)

Director - Carrier Relations

Adithi April 6/12/09
Signature (Date)

Chief Financial Officer

May 2009

APPENDIX A
Reciprocal Compensation Rates and Billing Procedures

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

<u>Reciprocal Compensation Rates</u>	<u>\$/MOU</u>
Transport and Termination:	
Concord Telephone Exchange, Inc.	\$0.009215
Humphreys County Telephone Company	\$0.014981
Tellico Telephone Company, Inc.	\$0.020332
Tennessee Telephone Company	\$0.013849
 <u>InterMTA Percentage</u>	 2% (Interstate)

Net Compensation Due TDS for local traffic exchanged prior to March 1, 2009:

Tennessee Telephone Company: \$3,493.16.

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

If NTCH elects not or is unable to order a traffic report from the tandem operator, the Parties agree to the following principles for billing terminating usage to one another based on their specific traffic percentages:

1. TDS TELECOM shall bill for 100% of the traffic originated by NTCH and terminated to TDS TELECOM.
2. NTCH shall calculate estimated TDS TELECOM terminating traffic to NTCH using the following formula: NTCH shall bill TDS TELECOM based on the MOUs in 1. above, divided by 0.80 (eighty percent). The total of the calculation shall then be multiplied by 0.20 (twenty percent) to determine the traffic originated by TDS TELECOM and terminated to NTCH.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating 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) month's bills where actual billing data was available.

Appendix B
Point(s) of Connection

No direct interconnection at this time.

Appendix C
TDS Telecom Disaster Recovery Plan

1. PURPOSE

In the unlikely event of a disaster occurring that affects TDS TELECOM's long-term ability to deliver traffic to a Commercial Mobile Radio Service Carrier (CMRS Carrier), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CMRS Carrier will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CMRS Carrier.

Notwithstanding the above, CMRS Carrier and TDS TELECOM recognize and agree that restoration of service activities of either party may be superseded by the policies and procedures of the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System contained in PART 64 of the Code of Federal Regulations.

2. SINGLE POINT OF CONTACT

2.1. When a problem is experienced, regardless of the severity, the TDS TELECOM Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the stability of TDS TELECOM's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

2.2. TDS TELECOM's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact TDS TELECOM's Emergency Response Team (ERT) and relinquish control of the recovery efforts. Even though the ERT may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

- 2.3. The telephone number for the TDS TELECOM Network Management Center in Madison, Wisconsin is 608-664-4200.
3. IDENTIFYING THE PROBLEM
 - 3.1. During the early stages of problem detection, the NMC will be able to tell which CMRS Carriers are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CMRS Carrier equipment only; TDS TELECOM equipment only or a combination of both. The initial restoration activity will be largely determined by the equipment that is affected.
 - 3.2. Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CMRS Carrier's Network Management Center and the TDS TELECOM NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.
 - 3.3. For long-term outages, recovery efforts will be coordinated by the Emergency Response Team (ERT). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ERT will instruct the NMC to begin removing the controls and allow traffic to resume.
4. SITE CONTROL
 - 4.1. In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain remains of any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
 - 4.2. During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
 - 4.3. In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent

property has diminished. Once the site is returned to the control of the companies, the following events should occur.

- 4.4. An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.
- 4.5. Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
- 4.6. Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)
- 4.7. If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

5. ENVIRONMENTAL CONCERNS

- 5.1. In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.
- 5.2. Items to be concerned with in a large central office building could include:
 - 5.2.1. Emergency generator engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
 - 5.2.2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

- 5.2.3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
- 5.2.4. Mercury and other regulated compounds resident in telephone equipment.
- 5.2.5. Other compounds produced by the fire or heat.
- 5.3. Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.
- 5.4. At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.
- 5.5. In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.
- 5.6. In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

6. EMERGENCY RESPONSE COORDINATION

- 6.1. When an emergency has been declared, the Emergency Response Team (ERT), a group of pre-selected experts, will convene to inventory the damage and initiate corrective actions. These experts have regional access to TDS TELECOM's personnel and equipment and will assume control of the restoration activity anywhere in a TDS TELECOM serving area.
- 6.2. In the past, the ERT has been involved with restoration activities resulting from hurricanes, tornadoes, ice storms and floods. They have demonstrated their capabilities in directing recovery operations during outages due to natural causes, human error or equipment failures, and have an excellent record of restoring service as quickly as possible.
- 6.3. During a major disaster, the ERT may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CMRS Carriers. They will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

- 6.4. Part of the ERT's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CMRS Carriers. Once service has been restored, the ERT will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

7. RECOVERY PROCEDURES

- 7.1. The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how TDS TELECOM will proceed with restoration is whether or not TDS TELECOM's equipment is incapacitated. Regardless of whose equipment is out of service, TDS TELECOM will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

7.2. CMRS OUTAGE

- 7.2.1. For a problem limited to one CMRS Carrier (or a building with multiple CMRS Carriers), TDS TELECOM has several options available for restoring service quickly. For those CMRS Carriers that have agreements with other CMRS Carriers, TDS TELECOM can immediately start directing TDS TELECOM-originating traffic to a provisional CMRS Carrier for completion. This alternative is dependent upon TDS TELECOM having concurrence from the affected CMRS Carriers.

- 7.2.2. Whether or not the affected CMRS Carriers have requested a traffic transfer to another CMRS Carrier will not impact TDS TELECOM's resolve to re-establish traffic to the original destination as quickly as possible.

7.3. TDS TELECOM OUTAGE

- 7.3.1. Because TDS TELECOM's equipment has varying degrees of impact on the service provided to the CMRS Carriers, restoring service from damaged TDS TELECOM equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ERT will be able to initiate immediate actions to correct the problem.

- 7.3.2. A disaster involving any of TDS TELECOM's equipment locations could impact the CMRS Carriers, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect

many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

- 7.3.3. The NMC would be the first group to observe a problem involving TDS TELECOM's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CMRS Carriers involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ERT will assume control of the restoration.

7.3.4. Loss of a Central Office

When TDS TELECOM loses a Central Office, the ERT will:

- 7.3.4.1. Place specialists and emergency equipment on notice;
- 7.3.4.2. Inventory the damage to determine what equipment and/or functions are lost;
- 7.3.4.3. Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- 7.3.4.4. Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- 7.3.4.5. Begin restoring service to CMRS Carriers and other customers.

7.3.5. Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 7.3.4.

7.3.6. Loss of a Facility Hub

In the event that TDS TELECOM loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ERT will assume authority for the repairs. The recovery effort will include

- 7.3.6.1.Placing specialists and emergency equipment on notice;
- 7.3.6.2.Inventorying the damage to determine what equipment and/or functions are lost;
- 7.3.6.3.Moving containerized emergency equipment to the stricken area, if necessary;
- 7.3.6.4.Reconnecting service for Hospitals, Police and other emergency agencies; and
- 7.3.6.5.Restoring service to CMRS Carriers and other customers. If necessary, TDS TELECOM will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

7.4. COMBINED OUTAGE (CMRS CARRIER AND TDS TELECOM EQUIPMENT)

- 7.4.1. In some instances, a disaster may impact TDS TELECOM's equipment as well as the CMRS Carrier's. This situation will be handled in much the same way as described in Section 7.3.6. Since TDS TELECOM and the CMRS Carriers will be utilizing temporary equipment, close coordination will be required.

8. ACRONYMS

- 8.1. CO - Central Office (TDS TELECOM)
- 8.2. ERT - Emergency Response Team (TDS TELECOM)
- 8.3. CMRS Carrier – Commercial Mobile Radio Service Carrier
- 8.4. NMC - Network Management Center
- 8.5. SWC - Serving Wire Center (TDS TELECOM switch)