



August 14, 2025

Electronically Filed in TPUC Docket Room  
on September 18, 2025 at 3:50 p.m.

Chairman  
Tennessee Public Utility Commission  
502 Deaderick Street  
Nashville, TN 37238

RE: Approval of the Mutual Traffic Exchange Agreement Negotiated by TDS Telecommunications LLC ("TDS Telecom") and Level 3 Communications, LLC ("CLEC")  
Docket No. 25-00076

Dear Chairman:

Enclosed for filing in the referenced docket is the original Petition for Approval of the the Mutual Traffic Exchange Agreement Negotiated by TDS Telecom and CLEC. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between TDS Telecom and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience, and necessity.

CLEC and TDS Telecom aver that the Mutual Traffic Exchange Agreement is consistent with the standards for approval. TDS Telecom respectfully requests that the Commission approve the Agreement.

Respectfully Submitted,

/s/ Angie Dickison

Angie Dickison  
State Government Affairs Manager  
715-690-7116  
Angie.Dickison@tdstelecom.com

Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
Nashville, Tennessee

In re: Approval of the Amendment to the Interconnection Agreement Negotiated by TDS Telecommunications LLC ("TDS Telecom") and Level 3 Communications, LLC ("CLEC")

Docket No. 25-00076

**PETITION FOR APPROVAL OF THE MUTUAL TRAFFIC EXCHANGE AGREEMENT  
NEGOTIATED BETWEEN TDS TELECOMMUNICATIONS AND LEVEL 3  
COMMUNICATIONS, LLC**

TDS Telecommunications LLC and Level 3 Communications, LLC ("CLEC") file this request for approval of the Mutual Traffic Exchange Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, CLEC and TDS Telecom state the following:

1. CLEC and TDS Telecom negotiated an agreement for mutual traffic exchange in March 2007.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, CLEC and TDS Telecom are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between TDS Telecom and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement

discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience, and necessity.

4. CLEC and TDS Telecom aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, TDS Telecom shall make available the entire Mutual Traffic Exchange Agreement approved pursuant to 47 USC Section 252.

CLEC and TDS Telecom respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

TDS Telecommunications LLC

By: /s/ Angie Dickison

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Angie Dickison  
State Government Affairs Manager  
715-690-7116  
Angie.Dickison@tdstelecom.com

## CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2025, a copy of the foregoing document was served on the following, via the method indicated:

☐ Hand ☐ Mail ☐ Facsimile ☐ Overnight ☒ Electronic

Level 3 Communications, LLC  
Shelly Pedersen  
Sr. Carrier Relations Manager Access Management  
Organization 10475 10475 Park Meadows Drive  
Littleton, CO 80124  
shelly.pedersen@lumen.com

/s/ Angie Dickison

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Angie Dickison  
State Government Affairs Manager  
715-690-7116  
Angie.Dickison@tdstelecom.com

## **MUTUAL TRAFFIC EXCHANGE AGREEMENT**

### **Tennessee**

This Mutual Traffic Exchange Agreement ("Agreement") is made effective this 1<sup>st</sup> day of March, 2007 by and between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I, attached hereto and made a part here of (collectively "TDS TELECOM"), and Level 3 Communications, LLC, a Delaware limited liability company with its principal place of business at 1025 Eldorado Blvd., Broomfield, Colorado, 80021 ("LEVEL 3"). TDS TELECOM and LEVEL 3 are each referred to individually as a "Party" and collectively as the "Parties".

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

### **Section I Scope of Agreement**

LEVEL 3 and TDS TELECOM agree to exchange all Local Traffic (as defined herein), Extended Area Service traffic ("EAS"), Optional Call Plan ("OCP") traffic, ISP Traffic, interLATA and intraLATA toll traffic (where applicable) with one another by direct interconnection of their respective networks. "Local Traffic" means traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network within a given local call area or expanded service ("EAS") area, as defined in TDS TELECOM's effective local exchange tariffs.

Local Traffic does not include Optional Calling Plans ("OCP") (i.e. optional rate packages that permit the end user to choose a local calling scope beyond their basic local calling area for an additional fee). Intercarrier compensation for OCP traffic, InterLATA and IntraLATA toll traffic shall be billed according to applicable access tariffs and applicable law.

Local Traffic does not include Internet Service Provider ("ISP") Traffic originated by an end user of one Party and terminated to an ISP point of presence. For purposes of this Agreement, LEVEL 3 and TDS TELECOM agree to terminate each other's ISP Traffic within the local calling or EAS area on the same basis as Local Traffic pursuant Section III below.

### **Section II Connection Arrangements**

For the purpose of this Agreement LEVEL 3 will establish direct interconnection trunks to the respective TDS Telecom central offices identified on Schedule II incorporated herein by reference. LEVEL 3 will obtain number resources (at least 1K block) from the number administrator for each Rate Center where LEVEL 3 desires to port numbers from TDS TELECOM. As used in this Agreement, "Rate Center" shall mean the specific geographic location that has been designated by a Party as being associated with a particular NPA-NXX code. Such numbering resources and direct trunks will establish a LEVEL 3 physical presence for the purpose of establishing an ISP point of presence in the Rate Center. Traffic between the Parties shall be routed over the newly established direct trunk groups in accordance with the terms of this Agreement.



Each Party shall be responsible for the cost of providing direct interconnection trunks from its network to the point(s) of interconnection for the exchange of Local Traffic. In recognition of the TDS TELECOM companies' status as rural telephone companies under the Communications Act of 1934, as amended (the "Act"), and the exemption each holds as such under the Act, the Parties agree that for purposes of this Agreement, the point of interconnection shall be located at a mutually agreeable location at or within each TDS TELECOM company's serving area boundary. The POI(s) determined by the Parties are included on Schedule II. This Agreement shall not preclude TDS TELECOM and LEVEL 3 from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial, in which case, Schedule II shall be amended to reflect such additional arrangements.

Two-way direct End Office trunk group(s) for Local Traffic shall be established between a LEVEL 3 switch and a TDS TELECOM End Office switch. This trunk group will utilize Signaling System 7 (SS7) signaling protocol. Two-way trunking will be jointly provisioned and maintained. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). LEVEL 3 will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Both Parties will jointly manage the capacity of local interconnection trunk groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the local interconnection trunk groups based on capacity assessment. The Parties agree that neither Party shall alter trunk sizing without first conferring with and agreement by the other Party.

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.

### **Section III Compensation for Local Traffic**

LEVEL 3 and TDS TELECOM agree to terminate each other's Local Traffic on a bill and keep basis of reciprocal compensation. Bill and keep shall mean that neither Party has any obligation to pay charges to the other Party in connection with the exchange of Local Traffic, regardless of any charges the originating Party may assess its end users.

### **Section IV Compensation for Toll Traffic**

Each Party will generate a monthly bill for switched access for InterLATA and IntraLATA toll traffic and OCP traffic, as applicable, to the other Party. Compensation for interLATA and intraLATA toll traffic and OCP traffic shall be calculated by applying the access rates set forth in each Party's respective filed applicable tariff. As rates change, the latest effective rates will be used. For any traffic originating with a third party carrier and delivered by LEVEL 3 to TDS TELECOM, LEVEL 3 shall pay TDS TELECOM the same amount that such



third party carrier would have been obligated to TDS TELECOM for termination of that traffic at the location the traffic is delivered to TDS TELECOM by LEVEL 3.

## Section V Number Portability

### General Terms and Conditions

The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

### Service Provided

The Parties shall:

provide for the requesting of End Office PNP capability on a reciprocal basis through a written request process;

disclose, upon request, any technical limitations that would prevent PNP implementation in a particular switching office; and

provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office(s).

The Parties acknowledge that each can determine the PNP capable End Offices of the other through the Local Exchange Routing Guide (LERG).

### Obligations of LEVEL 3:

LEVEL 3 is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

For PNP orders, both Parties shall adhere to industry standards for Local Service Request (LSR) format and PNP due date intervals. Should LEVEL 3 request a coordinated port, the due date interval will be negotiated between LEVEL 3 and TDS TELECOM.

Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

Port requests of 51 or more numbers;

Porting of 15 or more access lines for the same customer at the same location;

Porting associated with complex services including but not limited to Centrex and ISDN.

LEVEL 3 shall adhere to reserved number standards as set by the FCC.



### Obligations of Both Parties

The Parties shall cooperate in performing activities required to port end user telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the end user (porting in the end user telephone number(s)).

When a ported telephone number becomes "vacant" (meaning a ported telephone number has been vacated by the original end user and removed from service), the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

Each Party shall become responsible for the end user's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end user's telephone number to their switch.

The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order.

### Limitations of Service

Telephone numbers can be ported only within TDS TELECOM rate centers or rate districts, which ever is a smaller geographic area, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days or such other timeframe as the Parties may agree, either Party may invoke the dispute resolution procedures under this Agreement.

Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

### NP Queries

The N-1 carrier (N carrier is the responsible Party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. TDS TELECOM will perform LNP Query Service for LEVEL 3 pursuant to the terms and conditions set forth in



National Exchange Carrier Association (NECA) Tariff FCC No. 5. LEVEL 3 will perform N-1 responsibilities on the same terms as TDS TELECOM provides for in its applicable tariff.

A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in TDS TELECOM's applicable tariff.

Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

#### Pricing

The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which TDS TELECOM is a concurring carrier.

Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified below, the Parties agree not to charge each other, or any of the other Party's end users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent LEVEL 3 requests porting to be performed outside of TDS TELECOM's regular working hours, or the work requires TDS TELECOM's technicians or project managers to work outside of regular working hours, additional time and material charges shall apply.

#### Local Service Order:

Initial	\$20 per order
Supplemental	\$ 5 per order

Additional Labor- each half hour or fraction thereof:

Overtime per employee	\$ 34.97
Premium Time (weekends and holidays) per employee	\$ 46.63

### **Section VI Billing**

Each Party will provide the other Party the originating Calling Party Number (CPN), where technically feasible, with respect to each call terminated on the other Party's network. If the terminating Party lacks the capability, on an automated basis, to use CPN information to classify traffic delivered by the other Party as either Local Traffic, or intraLATA or interLATA toll traffic for the appropriate application of access charges, the originating Party shall provide, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating intraLATA minutes of use. The percentage of originating Local Traffic to total intrastate (Local, EAS, OCP and toll) originating traffic would represent the PLU factor.

The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.



## Section VII 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.

Unless mandated otherwise by a Commission Order, the Rate Centers will be the same for each Party. During the term of this Agreement, in all areas where LEVEL 3's service area overlaps the service area of an Incumbent LEC, LEVEL 3 shall adopt the Rate Centers and Rate Center Points that the Commission has approved for the Incumbent LEC. "Rate Center Point" shall mean the finite geographic point identified by a specific V&H coordinate, which is used to measure, for billing purposes, distance sensitive transmission services associated with an individual Rate Center. LEVEL 3 shall comply with applicable laws regarding the assignment of NXX codes, and shall assign NPA-NXX codes to each Rate Center in compliance with the industry approved Central Office Code (NXX) Assignment Guidelines (most current version).

## Section VIII SS7 Signaling

LEVEL 3 and TDS TELECOM agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. LEVEL 3 and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party shall bill the other Party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch TCAP).

## Section IX Term of Agreement

This Agreement shall commence when fully executed and have an initial term of one (1) year. This Agreement shall automatically renew for successive one-year periods unless either Party requests negotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial term or any renewal term. In the event that this Agreement expires or is terminated and renegotiation of a new arrangement is not concluded prior to the effective date of expiration or termination, this Agreement shall continue in full force and effect for an additional one-hundred and eighty (180) days or until replaced by a superseding agreement, whichever occurs first.

Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include: (1) a Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; (2) a Party ceases



doing business as a going concern in the applicable service territory or (3) a Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

## **Section X Limitation of Liability**

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

## **Section XI 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 XII 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 XIII**

#### **Agency**

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

### **Section XIV**

#### **Nondisclosure of Proprietary Information**

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 ("FCC") 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 14, 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 XV 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 LEVEL 3 to:

Business Name: Level 3 Communications, LLC  
 Mailing Address: 1025 Eldorado Blvd.  
 City/State/Zip Code: Broomfield, CO 80021  
 Attention: Director – Netex  
 Steve Rocheleau  
 Contact number: 720-888-4723

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested, in the case of LEVEL 3 to:

Business Name: Level 3 Communications, LLC  
 Mailing Address: 1025 Eldorado Blvd.  
 City/State/Zip Code: Broomfield, CO 80021  
 Attention: Director – Intercarrier Policy  
 Contact number: (720) 888-2620

With a copy to:

Business Name: Level 3 Communications, LLC  
 Mailing Address: 1025 Eldorado Blvd.  
 City/State/Zip Code: Broomfield, CO 80021  
 Attention: VP – Interconnection Services  
 Contact number: (720) 888-3052

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested in the case of TDS TELECOM to:

Business Name: TDS Telecom  
 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  
 Contact Phone Number: 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 Affairs & Carrier Relations

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 Telecom  
Mailing Address: P.O. Box 5158  
Shipping Address:  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Carrier Service Center  
Contact Phone Number: 608-664-8159

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

#### **Section XVI Severability**

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

#### **Section XVII Assignment**

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

#### **Section XVIII Entire Agreement**

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.



### **Section XIX Multiple Counterparts**

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

### **Section XX Miscellaneous**

This Agreement is entered into pursuant to 47 USC 201, 47 USC 251(a) and (b), and other applicable provisions of federal and state law. By entering into this Agreement, the Parties acknowledge that this is not an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, nor is it estopped from asserting, any exemption that it may have under 47 USC 251(f). By entering into this Agreement, LEVEL 3 does not waive any rights it may have under applicable law to issue a bona fide request under 47 USC 251(f) at a later time for interconnection, services, or network elements under 47 USC 251(c), nor does LEVEL 3 waive any other rights under applicable law to seek interconnection, services, or facilities from TDS TELECOM.

### **Section XXI Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Tennessee, without regard to its conflicts of laws principles.

In the event of a change in applicable law (including, but not limited to, rulings by the FCC or the Commission) that materially affects any material term of this Agreement or the rights or obligations of either Party hereunder, the Parties shall promptly renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required as a result of such legislative, regulatory, judicial or other legal action or terminate the Agreement, if permitted, upon sixty (60) days advance written notice.

### **Section XXII 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 Tennessee Regulatory Authority.

Notwithstanding the foregoing, in the event that a dispute impairs the service a Party provides to its customers, the affected Party may seek immediate relief from the Commission, the FCC, or any other regulatory body or court of competent jurisdiction. Pending resolution of the dispute, each Party shall continue to perform its obligations under this Agreement and shall not take any other action with respect to the disputed issue except as set forth in this Section. Furthermore, in the case of billing disputes, the Parties agree that all amounts that are undisputed shall be paid in a timely manner, and will not be withheld pending resolution of the disputed portion of any bill.

#### **Section XXIII 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 (such representative agreeing to be bound by the terms of this Agreement and any other conditions concerning confidentiality which are reasonable) 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 XXIV  
Certification**

Notwithstanding any other provision of this Agreement, TDS TELECOM shall have no obligation to perform under this Agreement until such time as LEVEL 3 has obtained Commission authorization as is required by law as a condition for conducting business in the state.

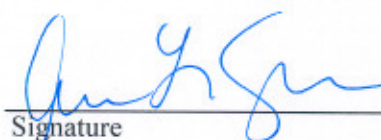
**By: TDS Telecommunications  
Corporation** (not individually but as agent  
for the TDS TELECOM affiliates identified  
on Schedule D)

 4/18/07  
\_\_\_\_\_  
Signature Date

Louis D. Reilly, III  
\_\_\_\_\_  
Printed Name

Director-Carrier Relations  
\_\_\_\_\_  
Printed Title

**By: LEVEL 3 COMMUNICATIONS,  
LLC**

 3/30/07  
\_\_\_\_\_  
Signature Date

Andrea L. Gavalas  
\_\_\_\_\_  
Printed Name

VP-Interconnection Services  
\_\_\_\_\_  
Printed Title

**Signature Page to Mutual Traffic Exchange Agreement between the TDS  
Telecommunications Corporation subsidiaries or affiliates identified on Schedule I and  
Level 3 Communications, LLC dated March 1, 2007.**



**Schedule I**

**TDS TELECOM Incumbent Local Exchange Carriers (LECs)**

Concord Telephone Exchange, Inc.

Humphreys County Telephone Company

Tellico Telephone Company, Inc.

Tennessee Telephone Company

**Schedule II**  
**Points of Interconnection**

The mutually agreed upon Point(s) of Interconnection (POIs) between LEVEL 3 and TDS TELECOM are described below.

TDS Telecom Exchange	NPA-NXX	TDS Switch CLLI	Tandem CLLI	POI Vertical/ Horizontal Coordinates
Concord	865/218, 671, 675, 777, 966	CNCRTNXADS2	KNVLTNMA84T	V= 06833 H= 02275
Halls Crossroads	865/922, 925	HCRDTNXADS1	KNVLTNMA84T	V= 06783 H= 02261
Ball Play	423/295	BLPLTNXARS0	KNVLTNMA84T	V= 06946 H= 02257
Coker Ck	423/261	CKCKTNXARS0		
Tellico Pl	423/253	TLPLTNXADS1		
Vonore	423/884, 792	VONRTNXADS1		
Englewood	423/885, 887	ENWDTNXADS1		
Niota	423/568	NIOTTNXARS0		
Riceville	423/462	RCVLTNXARS0		
LaVergne	615/213, 287, 501, 641, 793	LVRGTNXADS2	NSVLTNMT84T	V= 07017 H= 02675
Mt. Juliet	615/754, 758, 773	MTJLTNXADS2	NSVLTNMT84T	V= 07213 H= 02784
Clifton	931/676	CFTNTNXARS0		
Collinwood	931/724	CNWDTNXADS1		
Linden	931/589	LNDNTNXARS0		
Lobelville	931/593	LBVLTNXATS0		
Waynesboro	931/722	WYBOTNXADS1		
Decaturville	731/731, 852	DCVLTNXARS0	MMPHTNMA84T	V= 07233 H= 02890
Parsons	731/845, 847	PRSSTNXADS1		
Sardis	731/858	SRDSTNXARS1		
Scotts Hill	731/549	SCHLTNXARS0		

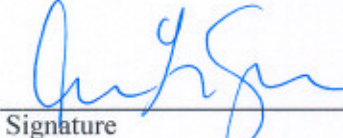
**By: TDS Telecommunications Corporation** (not individually but as agent for the TDS TELECOM affiliates identified on Schedule I)

 4/11/07  
Signature Date

Louis D. Reilly, III  
Printed Name

Director- Carrier Relations  
Printed Title

**By: LEVEL 3 COMMUNICATIONS, LLC**

 3/30/07  
Signature Date

Andrea L. Gavalas  
Printed Name

VP-Interconnection Services  
Printed Title