

**WIRELESS TRAFFIC EXCHANGE AGREEMENT**  
**TDS METROCOM – WISCONSIN**

This Wireless Interconnection Agreement (the "Agreement") is made effective on the 1st day of September, 2005, between the TDS METROCOM LLC. (collectively, "TDS METROCOM"), and the United States Cellular Corporation subsidiaries or affiliates identified on Appendix B, ("USCC"). TDS METROCOM and USCC are each individually a "Party" and are together the "Parties" to this Agreement.

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

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

SECTION I  
DEFINITIONS

1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state jurisdiction.
2. "Commercial Mobile Radio Service: ("CMRS") is defined as a mobile service that is provided for profit (i.e. with the intent of receiving compensation or monetary gain), is an interconnected service, and is available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public, or the functional equivalent of such a mobile service.
3. "Commission" is the Wisconsin Public Service Commission.
4. "FCC" is the Federal Communications Commission.
5. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic.
6. "Interexchange Carrier" or ("IXC") means a carrier that provides or carries, directly or indirectly, InterLATA service or IntraLATA Toll Traffic.

7. “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 METROCOM from or to an end user of USCC.
8. “InterLATA Service” means telecommunications between a point located in a local access and transport area and a point located outside such area.
9. “IntraLATA Toll Traffic” means those intraLATA station calls that are outside of the local or EAS calling area as defined in the applicable TDS METROCOM tariff.
10. “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.
11. “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.
12. “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.
13. “Major Trading Area” or (“MTA”) means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123<sup>rd</sup> edition, at pages 38-39. 47 C.F.R. §24.202(a).
14. “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.
15. “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 METROCOM landline end-user.
16. “Point of Connection” or (“POC”) is a physical location where USCC is interconnected with TDS METROCOM.

17. "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.
18. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.
19. "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
20. "Wireline" is telecommunications services provided by TDS METROCOM 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 USCC only in association with CMRS services and compensation for the exchange of traffic between TDS METROCOM and USCC for the purpose of offering telecommunications services. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between USCC subscribers and TDS METROCOM end-users associated with the provision of two-way voice services. The Wireless Interconnection arrangements described herein will not be used by USCC to terminate other types of traffic on TDS METROCOM's network. Other Interconnection arrangements are covered by separate contract, tariff or price lists.

## SECTION III INTERCONNECTION

### Direct Interconnection

1. Type 2B Interconnection Service provides a trunk-side connection between a TDS METROCOM end-office and a CMRS provider's Point of Connection. Type 2B Interconnection Service provides access to the TDS METROCOM customers served by the end-office. It is used only for the exchange of Local Traffic between USCC and TDS METROCOM. No intermediary traffic will be exchanged through the Type 2B connection. Type 2B Interconnection Service may be optioned for common channel signaling service using Signaling System 7 (CCS7) protocols subject to additional charges as specified in Appendix A.
2. Interconnection service is ordered using uniform order request forms. All service requests must be submitted on the TDS METROCOM Wireless Service Request (WSR) form or other industry standard ordering document.

3. USCC shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center (MSC) to a mutually acceptable meet point for interconnection to the TDS METROCOM network. Alternatively, USCC may purchase required facilities from a third party or from TDS METROCOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS METROCOM are specified in TDS METROCOM's applicable Local or Access Tariff.
4. This Agreement shall not preclude TDS METROCOM and USCC from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.
5. 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.
6. 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.
7. Two-way local interconnection trunk group(s) shall be established between the Parties for the exchange of the Local Traffic. Two-way trunking will be jointly provisioned and maintained. Where the Parties are utilizing two-way trunks, the Parties shall be equally responsible for the non-recurring and monthly costs of the trunks as follows:
  - Either each Party will provide, and pay for, one-half the required facilities, or upon mutual agreement
  - One Party will provide the required two-way facility, in which case that Party shall bill in advance the other Party on a monthly basis for one-half of the monthly and non-recurring costs of the shared facility.

Overflow from either end of the direct local interconnection trunk group may be alternate routed to the appropriate access tandem.

Indirect Interconnection:

1. Where direct interconnection is not in place or feasible, USCC and TDS METROCOM agree to exchange traffic with one another by transiting such traffic

through third party LEC tandems. Each Party shall be financially and operationally responsible for the entire costs of providing facilities from its network to the point of interconnection for the exchange of such traffic.

2. The default point of interconnection shall be the existing meet-point between TDS METROCOM 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 METROCOM'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 METROCOM'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 the local interconnection trunk group, 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 that 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 undisputed charges properly listed on the bill. Such payments are to be received within thirty (30) days from the receipt date of the statement. Neither Party shall bill the other party for previously unbilled charges for services provided more than one (1) year prior to the current billing date nor will either Party bill the other Party for previously unbilled charges for services that pre-date the effective date of this Agreement.

In the event that a billing dispute occurs concerning any charges billed to one Party by the other Party, the billed Party must submit, in writing, a documented claim for the disputed amount. The billed Party will submit all documentation as may reasonably be required to support the claim. Such documentation and claim shall jointly constitute the basis for the formal dispute. All formal disputes must be submitted to the billing Party within three hundred and sixty five (365) days of receipt of the invoice for the billed services. However, when payment of disputed charges is withheld by the billed Party, the billed Party shall submit a formal dispute within forty-five (45) days of the receipt of the invoice for the billed services. If any undisputed amount due on the bill is not received by the billing Party before the amount becomes delinquent, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one percent (1%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on a subsequent invoice.

If the dispute is resolved in favor of the billed Party, the billed Party will be credited by the billing Party with interest on any disputed amounts as have been paid by the billed Party at the rate of one percent (1%) per month, prorated from the date the billing Party received payment up to and including the date of refund. If the dispute is resolved in favor of the billing Party any payments withheld by the billed Party pending settlement of the disputed amount shall be paid in full with the next subsequent bill invoice after resolution, plus interest at the rate of one percent (1%) per month, prorated from the original payment due date up to and including the date of payment.

If any continuing dispute between the Parties is not resolved within sixty (60) days after receipt of the formal dispute by the billing Party, or fifteen (15) days after receipt by the billing Party of the formal dispute where payment is withheld pursuant to this section, after reasonable attempts by the billed Party representative and the billing Party representative, the dispute will be referred to the respective executive responsible for each party's respective obligations under this Agreement. The executives will negotiate in good faith to resolve the dispute informally within an additional fifteen (15) days. If the Parties are unable to resolve issues related to a dispute within the process

described above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law. During the course of such negotiations, all reasonable requests made by one Party to the other for information will be honored. Both Parties shall continue performing their respective obligations under this Agreement while the dispute is being resolved, except to the extent that such obligations are in dispute, unless and until this Agreement expires or is terminated in accordance with its terms.

The Parties agree that all negotiations pursuant to this section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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 VOFFICE CODE TRANSLATIONSIt 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 USCC obtains an NPA-NXX(s) associated with a TDS METROCOM Rate Center, USCC shall establish either a) a 2A direct connection to the TDS METROCOM tandem or host serving that Rate Center, b) a 2B direct connection to the TDS METROCOM end off in that Rate Center, or c) negotiate an alternative interconnection arrangement 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.

Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

### B.

Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct, each Party shall bear, and its obligation shall be limited to, that portion of the losses and resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, or contractors or other persons acting in concert with it.

### C.

Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section VIII to

indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct.

**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.**

#### SECTION VIII INDEMNIFICATION

General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers;

Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or using the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party; and

Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

Indemnification Procedures. Whenever a Claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so

notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

#### SECTION IX FORCE MAJEURE

Neither Party shall be 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

## 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.

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 Wisconsin. 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 supercedes 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 XVII  
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 USCC to:

Business Name: United States Cellular Corporation  
Mailing Address: 8410 W. Bryn Mawr Ave., Suite 700  
City/State/Zip Code: Chicago, IL 60631-3463  
Phone: 773/399-7070  
Attention: Jim Naumann

Bills and payments shall be effective when received or within five (5) business days of being sent via first class mail, whichever is sooner, in the case of USCC to:

Business Name: United States Cellular Corporation  
Mailing Address: P.O. Box 31790  
City/State/Zip Code: Chicago, IL 60631-0790  
Phone: 773/399-4281  
Attention: Telco Billing

or to such other location as USCC 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 Metrocom to:

Business Name: TDS Metrocom, Inc.  
Mailing Address: 525 Junction Road Suite 6000  
Shipping Address: Same as above  
City/State/Zip Code: Madison, Wisconsin 53717  
Attention: Rod Cox  
Carrier Relations  
Contact Phone Number: 608-663-3029

With copy to:

Peter Healy  
External Affairs  
TDS METROCOM  
525 Junction Road Suite 6000  
Madison, WI 53705-0366

Bills shall be effective when received or within five (5) business days of being sent via first class mail, whichever is sooner, in the case of TDS Metrocom to:

Business Name: TDS Metrocom  
Mailing Address: 525 Junction Road Suite 5000  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Sally Ainsworth

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

USCC shall ensure bills and payments reference the specific TDS METROCOM 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.

SECTION XIX  
MISCELLANEOUS

TDS Metrocom

Signature

9/20/05  
(Date)

Printed name and title:

Nicholas Jackson

V.P. Business Operations

**United States Cellular Corporation**

Signature

9/16/05  
(Date)

Printed name and title:

Michael Izarray  
CTO/EVP Engineering

**Signature Page to Wireless Traffic Exchange Agreement between TDS Metrocom and United States Cellular Corporation dated the 1<sup>st</sup> day of September, 2005 relating to the exchange of Local Traffic.**

**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 based on actual recorded usage terminated to their respective customers at the rates set forth below:

**Indirect and Direct Interconnection:**

USCC and TDS Metrocom

\$0 .01 /MOU

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

If USCC 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:

1. TDS Metrocom shall bill for 100% of the traffic originated by USCC and terminated to TDS Metrocom.
2. USCC shall calculate estimated TDS Metrocom originated traffic that is terminated to USCC using the following formula: USCC shall bill TDS Metrocom based on the MOUs in 1. Above, divided by 0.75 (seventy-five percent). The total of the calculation shall then be multiplied by 0.25 (twenty-five percent) to determine the traffic originated by TDS Metrocom and terminated to USCC.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate 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. Either Party may, at its option, request a traffic study from the other Party.

If Local Traffic volumes become more in balance or *de minimus*, either party may initiate renegotiations with a 60 day notice.

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.

Both Party's shall bill on a monthly basis unless otherwise mutually agreed upon.

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.

Transport and termination of Non-Local Traffic shall be billed per applicable access tariff or comparable rates where a tariff does not exist.

**APPENDIX B**

USCC Operating Entities – OCN (6274)

United States Cellular Operating Company LLC, a Delaware limited liability company

Green Bay CellTelCo, a Washington, D.C. general partnership

Kenosha Cellular Telephone, L.P., a Delaware limited partnership [d/b/a Kenosha Cellular Telephone, Limited Partnership

LaCrosse Cellular Telephone Company, Inc., a Delaware corporation

PCS Wisconsin, LLC, a Wisconsin limited liability company

Madison Cellular Telephone Company, a Wisconsin general partnership

Racine Cellular Telephone Company, a Wisconsin general partnership