

WIRELESS INTERCONNECTION AGREEMENT
TDS - WISCONSIN

This Agreement is made effective on the 1st day of June, 2000, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware corporation, as agent for the Wisconsin corporations listed on Appendix A (individually, "TDS"), and U.S. Cellular Corporation, a Delaware corporation ("USCC").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Wisconsin. USCC is a commercial mobile radio service carrier operating a PCS system in Wisconsin. TDS and USCC desire to interconnect on an indirect basis for the purpose of exchanging **traffic** between the parties' customers.

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

SECTION I
SCOPE OF AGREEMENT

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

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable **local** transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts 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 and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than one (1) year old.

SECTION III
INDEPENDENT CONTRACTORS

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

SECTION IV
LIABILITY

A.

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

B.

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

C.

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

SECTION V
ATTORNEY'S FEES AND COURT COSTS

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

SECTION VI
TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year **after** the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without

notice to either party, except that either party may elect not to renew by giving the other party ninety (90) day's written notice of the desire not to renew.

SECTION VII
THIRD PARTY BENEFICIARIES

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

SECTION VIII
CHOICE OF 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. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Dane County, Wisconsin.

SECTION IX
ENTIRE AGREEMENT

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

SECTION X
NOTICE

Notices, 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 USCC to:

Business Name:	U.S. Cellular Corporation
Mailing Address:	8410 W. Bryn Mawr Ave., Ste 700
Shipping Address:	
City/State/Zip Code:	Chicago, IL 6063 1-3486
Attention:	Lisa Parfusser
Contact Phone Number:	(773) 399-8900

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 to:

Business Name: TDS TELECOMMUNICATIONS CORPORATION
Mailing Address: P. O. Box 22995
Shipping Address: 9737 **Cogdill** Road, Suite 230
City/State/Zip Code: Knoxville, TN **37933-0995** (37932 for shipping)
Attention: Linda Lowrance
Contact Phone Number: (865) 671-4758

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 to:

Business Name: TDS TELECOMMUNICATIONS CORPORATION
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI **53705-0158**
Attention: Accounting Center

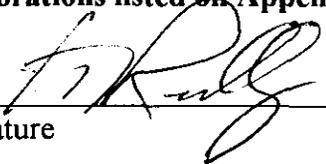
and to such other location as the receiving party may direct in writing.

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

SECTION XI
MISCELLANEOUS

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

TDS TELECOMMUNICATIONS Corporation, as agent for the Wisconsin corporations listed on Appendix A

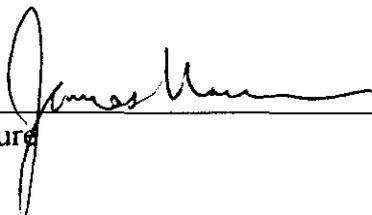
 5/19/00
Signature date

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

U.S. Cellular Corporation

 5-18-00
Signature date

Printed name and title:

James Naumann

Director-Network Engineering

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (Wisconsin Cos.) and U.S. Cellular Corporation relating to the exchange of Local Traffic.

APPENDIX A
Local Transoort and Termination Bates and Billing Procedures

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

<u>USCC and TDS TELECOM:</u>	<u>\$/MOU</u>
Burlington, Brighton & Wheatland Telephone Company	.0079
Badger Telecom, Inc.	.0235
Black Earth Telephone Company, Inc.	.0124
Bonduel Telephone Company	.0140
Central State Telephone Company	.0164
East Coast Telecom, Inc.	.0134
Grantland Telecom, Inc.	.0147
Midway Telephone Company	.0150
Mt. Vernon Telephone Company	.0074
Riverside Telecom, Inc.	.0121
The Scandinavia Telephone Company	.0176
Stockbridge & Sherwood Telephone Company	.0132
Tenney Telephone Company	.0125
UTELCO, Inc.	.0168
Waunakee Telephone Company, Inc.	.0080

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

If USCC elects not 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 will bill for 100% of the traffic originated by USCC and terminated to TDS.
2. USCC will calculate estimated TDS terminating **traffic** to USCC using the following formulas by calendar year:
 - a. For 2000, bill TDS for 25% of MOU in 1. above.
 - b. For 2001 and thereafter, bill TDS for 30% of MOU in 1. above.

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

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 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 will be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may elect to measure terminating local **traffic** through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

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