

MUTUAL TRAFFIC EXCHANGE AGREEMENT

By and Between

LEWIS RIVER TELEPHONE COMPANY, INC.

And

TIME WARNER TELECOM of WASHINGTON LLC

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Schedule 1

MUTUAL TRAFFIC EXCHANGE AGREEMENT

This Mutual Traffic Exchange Agreement ("Agreement") is made effective as of the 1st day of October, 2006 by and between TDS Telecommunications Corporation, not individually but as agent for Lewis River Telephone Company, Inc. ("TDS TELECOM"), and Time Warner Telecom of Washington LLC, a Delaware Limited Liability Company with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124 ("TWTC"). TDS TELECOM and TWTC shall individually be referred to as "Party" and collectively as "Parties".

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

1. Scope of Agreement

- 1.1 TWTC and TDS TELECOM agree to exchange all local, Extended Area Service traffic ("EAS"), interLATA and intraLATA toll traffic (where applicable) with one another by transiting such traffic through third party LEC tandems, as specified in Schedule 1, attached hereto.
- 1.2 The Parties agree that all intraLATA and interLATA toll traffic, as is currently defined by both Parties' tariffs, filed with the Washington Utilities and Transportation Commission ("WUTC") or the Federal Communications Commission ("FCC"), shall be billed in accordance with Section 4 below.
- 1.3 All local and EAS traffic, which for the purposes of convenience shall hereinafter be referred to as "Local Traffic", shall be compensated on a Bill and Keep basis, in accordance with Section 3 below.

2. Connection Arrangements

- 2.1 Each Party shall be responsible for the cost and any requirements associated with the establishment, which shall include but not be limited to, if applicable, ordering processes and access service request processes of providing trunks from its network to the point of interconnection ("POI") for Local Traffic which that Party originates ("Originating Party").
- 2.2 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.
 - a) TDS TELECOM's responsibility is limited to delivering Local Traffic to and from its service area borders. If TWTC does not provision direct trunks to the POI, TWTC shall make all necessary arrangements with Qwest Corporation ("QWEST") to arrange for the transport service between the QWEST tandem and the POI.

- b) At present, traffic exchanged between the Parties for termination on the other Party's network is at a level that is de minimis and therefore does not justify direct trunking between the Parties. Such de minimis traffic shall be exchanged through the existing transit traffic arrangements, utilizing the network of QWEST, in accordance with the relevant transit traffic terms and conditions as agreed to individually between each Party and QWEST;
- c) Should traffic volumes grow to a point where it is economically advantageous to provide a direct connection for Local Traffic between TDS TELECOM and TWTC, or if either Party receives notification from QWEST that its originating traffic has exceeded its mutually agreed transit traffic thresholds, then, either Party may request to initiate negotiations to effect direct trunking between both Parties networks. The Parties agree to negotiate in good faith to reach agreement to accommodate such a request.

3. Compensation for Local Traffic

- 3.1 TWTC and TDS TELECOM, agree to terminate each other's Local Traffic on a Bill and Keep method of compensation. Bill and Keep shall mean that the Originating Party has no obligation to pay terminating charges to the Party terminating the call ("Terminating Party"), regardless of any charges the Originating Party may assess its end users.

4. Compensation for Toll Traffic

- 4.1 Each Party will generate a monthly bill for switched access charges for interLATA and intraLATA toll traffic, as applicable, to the other Party for traffic terminating to its end offices. Compensation for termination of interLATA and intraLATA toll traffic shall be calculated by applying the switched access rates of the Terminating Party as set forth in the respective Party's applicable switched access tariff or price list as filed with the WUTC or the FCC. As rates change, the latest effective rates will be used.

5. Billing

- 5.1 To calculate intrastate intraLATA and interLATA toll access charges, the Parties agree to exchange Percent Local Usage ("PLU") factors for use in identifying traffic jurisdiction. PLU means a calculation representing the ratio of the minutes of local traffic to the sum of the minutes of local traffic plus the minutes of intraLATA toll traffic sent over local interconnection trunks. PLU does not include directory assistance, BLV/BLVI traffic (an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another customer's telephone exchange service line), and exchange access calls. The factors will be reevaluated every three (3) months and provided to the other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e no default). The factors shall be applied to usage for the following quarter.

- 5.2 Each Party shall keep adequate records of usage. Either Party may request an audit of usage data on no less than thirty (30) business days' written notice. Any such audit shall be accomplished during normal business hours at the office of the Party being audited. Process audits must be performed by an independent auditor paid for by the Party requesting the audit; however, verifications of billing records may be conducted by the auditing Party's internal auditors.
- 5.3 Audits shall be requested within twelve (12) months of having received the PLU factor and usage reports from the other Party, and shall be conducted no more frequently than semi-annually.
- 5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than one hundred-eighty (180) days from the end of each billing cycle.

6. Office Code Translations

- 6.1 The Parties agree that the network and switch data as specified in Schedule 1, is attached hereto for the purposes of convenience, and is correct at the time of execution. Notwithstanding this however, 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.
- 6.2 Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party.
- 6.3 During the term of this Agreement, in all areas where TWTC's service area overlaps the service area of an incumbent LEC, TWTC shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. As used in this Agreement, "Rate Center Area" shall mean the specific geographic location that has been designated by a Party as being associated with a particular NPA-NXX code. "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 Area. TWTC shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANPA.

7. SS7 Signaling

- 7.1 Common Channel Interoffice Signaling (CCIS) shall be used by the Parties via SS7 to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply, at a minimum, Automatic Number Identification ("ANI") and Calling Party Number ("CPN") within the SS7 signaling message.
- 7.2 Each Party is responsible for ensuring that SS7 messages that are exchanged with the other Party's CCIS network are in compliance with Subpart P of Part 64 of the Code of Federal Regulations (47 C.F.R. Part 64).
- 7.3 The Parties will cooperate on the exchange of all appropriate SS7 messages for local, EAS and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All SS7 and CCIS signaling parameters will be provided, including CPN and ANI, Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

8. Term of Agreement

- 8.1 This Agreement shall commence upon execution and have an initial term of one (1) year and shall automatically renew for successive one (1) year periods unless terminated as provided in Section 8.3.
- 8.2 TWTC will agree to file this Agreement with the Commission for approval, on behalf of the Parties.
- 8.3 Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination.

9. Limitation of Liability

- 9.1 Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (1) failure to comply with a direction to install, restore or terminate facilities, or (2) out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes,

omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 9 may be zero.

- 9.2 In no event shall either Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.
- 9.3 Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third Party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

10. Indemnification

- 10.1 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.
- 10.2 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 either or 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.
- 10.3 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, (ii) tender the defense of such claim, lawsuit or demand to the

Indemnifying Party, and (iii) shall assert any and all provisions in its tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

- 10.4 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. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.
- 10.5 The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.
- 10.6 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.

11. Force Majeure

- 11.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable 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.
- 11.2 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.

12. Agency

- 12.1 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.

13. Nondisclosure of Proprietary Information

- 13.1 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").
- 13.2 Confidential Information shall include (i) all information delivered in written form and conspicuously marked or identified as "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the receiving Party ("Recipient") from a Party disclosing the information ("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, but no less than a reasonable degree of care.
- 13.3 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 13, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.
- 13.4 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; (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed, (v) is rightfully received from a third person without an obligation of confidentiality; (vi) is approved for release by written authorization of Disclosing Party; or (vii) is required by law, regulation, court order or otherwise legally compelled, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and all reasonable cooperation in quashing such disclosure or ensuring proper protection for such disclosure.
- 13.5 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.

14. Notices

- 14.1 Bills and payments shall be sent via first class United States mail in the case of TWTC to:

Business Name: Time Warner Telecom
 Mailing Address: 10475 Park Meadows Drive
 City/State/Zip Code: Littleton, CO 80124
 Attention: Carrier Cost Management Department

All compensation payable pursuant to this Agreement shall be payable within thirty (30) days of the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.

Notices shall be sent via certified United States mail with return receipt requested, and shall be deemed received upon receipt or refusal, in the case of TWTC to:

Business Name: Time Warner Telecom of Washington LLC
 Mailing Address: 223 Taylor Avenue N
 City/State/Zip Code: Seattle, WA 98109
 Attention: Brian Thomas- VP Regulatory-Northwest
 Contact number: (206) 676-8090
 Facsimile: (206) 676-8001

Notices shall be sent via certified United States mail with return receipt requested, and shall be deemed received upon receipt or refusal, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
 Mailing Address: P. O. Box 22995
 Shipping Address: 10025 Investment Drive, Suite 200
 City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)
 Attention: Carrier Relations
 Contact Phone Number: (865) 966-4700
 Facsimile: (865) 966-4720

With a copy to:

Business Name: TDS Telecommunications Corporation
 Mailing Address: P. O. Box 5366
 City/State/Zip Code: Madison, WI 53705-0366
 Attention: Grant Spellmeyer, Legal Affairs & Carrier Relations

Bills and payments shall be sent via first class mail United States in the case of TDS TELECOM to:

Business Name: TDS TELECOM
 Mailing Address: P.O. Box 5158
 Shipping Address: 525 Junction Road
 City/State/Zip Code: Madison, WI 53717
 Attention: Carrier Service Center

All compensation payable pursuant to this Agreement shall be payable within thirty (30) days of the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.

15. Severability

- 15.1 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, unless removal of the affected portion results in a material change to this Agreement. If a material change occurs, the Parties agree to negotiate in good faith replacement language within a reasonable time. 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.

16. Assignment

- 16.1 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 stock or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

17. Entire Agreement and Amendments

- 17.1 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 agreement between the Parties, and supersede all

prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

- 17.2 No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

18. Multiple Counterparts

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

19. Governing Law

- 19.1 The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions, except to the extent that federal law applies, in which case federal law shall control.

20. Non –Waiver

- 20.1 The failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

21. Taxes

- 21.1 Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 10, indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

22. Dispute Resolution

- 22.1 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed in the first instance by good faith negotiation between the Parties, in conjunction with the applicable Tariffs and applicable regulatory decisions and state and federal laws. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

23. Joint Work Product

- 23.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

24. Authorization

- 24.1 Lewis River Telephone Company, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
- 24.2 TWTC is a limited partnership duly organized in the State of Delaware, authorized to do business in and in good standing under the laws of the State of Washington and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

25. No License

- 25.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 25.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 25.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

26. Survival

26.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

27. Publicity

27.1 Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28. Miscellaneous

28.1 By entering into this Agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f).

28.2 This Agreement is for the exchange of traffic, not the direct interconnection of TDS TELECOM and TWTC as competing service providers. This Agreement does not apply to traffic originated or terminated by a third party.

29. Subsequent Law

29.1 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, a Party may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have become effective under this Agreement as of the effective date of the order by the court, the WUTC, or the FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be handled pursuant to Section 22 of this Agreement.

30. Remedies

30.1 No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

31. No Third Party Beneficiary, No Agency Relationship

31.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a joint venturer, partner, employee, legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

32. **Non-exclusive**

32.1 This Agreement between TWTC and TDS TELECOM is non-exclusive. Nothing in this Agreement shall prevent either Party from entering into similar arrangements with any other entities.

33. **Regulatory Filing**


33.1 The Parties acknowledge that this Agreement, and any or all of the terms hereof, may be subject to filing with, and regulatory approval by, various state and/or federal agencies. Should such filing or approval be required from time to time, or at any time, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary in connection with such filing or approval.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

Lewis River Telephone Company, Inc.
By: TDS Telecommunications Corporation,
agent

**Time Warner Telecom of Washington
LLC**
By: Time Warner Telecom Holdings
Inc., its sole member

 11/21/06
Signature Date

 11/14/06
Signature Date

Louis D. Reilly, III
Typed Name

Tina Davis
Typed Name

Director-Carrier Relations
Typed Title

Vice President and Deputy General Counsel
Typed Title

Signature Page to Mutual Traffic Exchange Agreement between Lewis River Telephone Company, Inc. and Time Warner Telecom of Washington LLC dated October 1, 2006.

Schedule 1

TWTC Switch CLLI CODE	TWTC NPA -NXX CODES	Tandem CLLI Code	TDS Switch CLLI CODE	TDS NPA-NXX CODES
PTLEORMXDS0	360/314 360/342 360/356	PTLDOR13C9T	AMBYWAXARS0 COGRWAXXRS0 LACTWAXADS1 YALEWAXXRS0	360/247 360/238 360/263 360/231