

**COMMERCIAL MOBILE RADIO SERVICE AGREEMENT**  
**TDS TELECOM – WASHINGTON**

This Commercial Mobile Radio Service Agreement (the “Agreement”) is made effective on the first day of December 2015 between the TDS Telecommunications Corporation subsidiary(ies) or affiliate(s) identified on Appendix A (collectively, “TDS TELECOM”), and Cellco Partnership d/b/a Verizon Wireless (“Cellco Partnership”), a general partnership organized under the laws of the State of Delaware, with offices at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its wireless subsidiaries and affiliates operating within the State of Washington from time to time (the “VZW Affiliates” and, together with Cellco Partnership, “VERIZON WIRELESS”). TDS TELECOM and VERIZON WIRELESS are each individually a “Party” and are together the “Parties” to this Agreement.

TDS TELECOM is a Local Exchange Carrier in the State of Washington. VERIZON WIRELESS is a Commercial Mobile Radio Service carrier licensed by the FCC to operate in the State of Washington. TDS TELECOM and VERIZON WIRELESS desire to interconnect their networks for the purpose of exchanging traffic between their customers. Services provided by TDS TELECOM to VERIZON WIRELESS under this Agreement are provided pursuant to VERIZON WIRELESS’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. “Access Reciprocal Compensation Traffic” is as defined in 47 C.F.R. §51.903(h). CMRS Access Reciprocal Compensation Traffic between TDS TELECOM and VERIZON WIRELESS is traffic that originates in one MTA and terminates in a different MTA based on the location of the VERIZON WIRELESS subscriber or roamer on the VERIZON WIRELESS network and the location of the TDS Telecom landline end-user. For purposes of this Agreement, the location of the VERIZON WIRELESS subscriber or roamer on the VERIZON WIRELESS network shall be determined from the location of the cell site serving such subscriber or roamer at the beginning of the call and the location of the TDS Telecom landline subscriber shall be determined from the location of the TDS End Office serving such subscriber.
2. “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 the Commission.
3. “Commercial Mobile Radio Service” or (“CMRS”) is as defined as in 47 C.F.R. §20.3.

4. "Commission" is the Washington Utilities and Transportation Commission.
5. "End Office" means a switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
6. "End Office Access Service" is as defined in 47 C.F.R. § 51.903(b).
7. "FCC" is the Federal Communications Commission.
8. "Interconnection" is as described in the Act and the FCC's rules.
9. "Interexchange Carrier" or ("IXC") means a Telecommunications Carrier that provides or carries, directly or indirectly, InterLATA service or IntraLATA Toll Traffic. IXC does not include CMRS providers.
10. "Intermediary Traffic" is traffic, other than Transit Traffic, that originates from a subscriber or end user served on the network of a third-party (including, but not limited to, another Local Exchange Carrier, another CMRS provider, a least cost routing entity or aggregator, an interconnected VoIP provider or another Telecommunications Carrier) and is delivered by one Party to the other Party for termination.
11. "InterLATA Service" means telecommunications service between a point located in a LATA and a point located outside such LATA.
12. "IntraLATA Toll Traffic" means those calls that are originated by TDS TELECOM's landline subscriber and are terminated to a called party located outside of the local or Extended Area Service calling area as defined in the applicable TDS TELECOM tariff.
13. "Local Access and Transport Area" or ("LATA") as defined in the Act.
14. "Local Exchange Carrier" or ("LEC") is as defined in the Act.
15. "Local Traffic" means "Non-Access Telecommunications Traffic" as defined in 47 C.F.R. § 51.701(b)(2).
16. "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).
17. "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.

18. "Point of Interconnection" or ("POI") is the physical location where Interconnection between VERIZON WIRELESS and TDS TELECOM takes place.
19. "Rate Center" is as defined by the North American Numbering Counsel (NANC).
20. "Tandem" is a switching entity within the public switched telecommunications network used to connect and switch trunk circuits between and among other End Offices or their equivalents. A Tandem Switch does not include a PBX.
21. "Telecommunications Carrier" means any provider of telecommunications services as defined in the Act.

## SECTION II SCOPE OF AGREEMENT

This Agreement sets forth the terms, conditions and rates under which the Parties agree to provide Interconnection for use by VERIZON WIRELESS only in association with its role as a CMRS provider and to compensate each other for the exchange of traffic between TDS TELECOM and VERIZON WIRELESS. The Interconnection and compensation covered by this Agreement applies only to the exchange of traffic between VERIZON WIRELESS CMRS subscribers and CMRS roamers on the VERIZON WIRELESS network and TDS TELECOM landline subscribers. The Interconnection arrangements described herein will not be used by either Party to exchange traffic that is not covered by this Agreement. Other Interconnection and traffic exchange arrangements may be covered by separate contracts or tariffs.

Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement, except that this reservation of rights shall not be deemed to permit a Party to take any action that would otherwise constitute a breach of one of that Party's obligations under this Agreement.

## SECTION III INTERCONNECTION

### Direct Interconnection:

1. Consistent with the requirements of the Act, TDS TELECOM shall make available Interconnection to VERIZON WIRELESS. Interconnection and service arrangements for CMRS providers are described in Bellcore GR-145-CORE and Telcordia Notes on the Networks, SR-2275.
2. Type 2B Interconnection provides a trunk-side connection between a TDS TELECOM End Office and a CMRS provider's POI. It is used for the exchange

of Local Traffic. Neither Party shall deliver Intermediary Traffic to the other Party through the Type 2B Interconnection. In the event that Intermediary Traffic is routed over Type 2B Interconnection for any reason, the delivering Party shall pay compensation to the terminating Party for any and all Intermediary Traffic the delivering Party delivers to the terminating Party at the rates set forth in TDS TELECOM's Tariffs for End Office Access Service. Type 2B Interconnection Service provides access to the TDS TELECOM customers served by the TDS TELECOM End Office.

3. Type 2B Interconnection shall be optioned for common channel signaling service using Signaling System 7 ("CCS7") protocols. Where requested, VERIZON WIRELESS and TDS TELECOM agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. Such connections shall meet generally accepted industry technical standards. Each Party will bear responsibility for any costs associated with connecting its own SS7 network to a third party signaling provider, as well as for any per unit charges assessed by the third party signaling provider for traffic originated by the Party.
4. The originating Party shall query the Local Number Portability ("LNP") call routing database before delivering a call. Based on the information returned from such query (e.g., Local Routing Number ("LRN")), each Party shall deliver only those calls that are destined for the terminating Party's subscribers (e.g., calls for which the LRN is assigned to the terminating Party). Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating calls under this Agreement.
5. Type 2B Interconnection service is ordered using uniform order request forms. All service requests must be submitted on the TDS TELECOM Wireless Service Request ("WSR") form or other industry standard ordering document.
6. VERIZON WIRELESS shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center ("MSC") to a mutually acceptable POI on the TDS TELECOM network. Alternatively, VERIZON WIRELESS may purchase required facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff. The rate for two-way facilities provided by TDS TELECOM and dedicated to traffic between VERIZON WIRELESS and TDS TELECOM will be reduced by the Shared Facility Factor identified in Appendix A.
7. POI(s) between TDS TELECOM and VERIZON WIRELESS are defined in Appendix B, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and VERIZON WIRELESS from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.

8. 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.
9. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software, or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks; provided, that, neither Party may change the POI without the written consent of the other.
10. Two-way local interconnection trunk group(s) shall be established between the Parties for the exchange of the Local Traffic at the POI. Two-way trunking will be jointly provisioned and maintained. Overflow from either end of the direct local interconnection trunk group may be alternately routed to the appropriate Tandem.
11. Type 2A Interconnection is not available under this Agreement because TDS TELECOM does not currently operate any Tandems in the State of Washington. Transit Traffic shall not be exchanged between the Parties under this Agreement unless it is subsequently modified by written amendment pursuant to Section XV.

Indirect Interconnection:

1. The Parties agree to terminate each other's Local Traffic that is delivered via a third party transit service provider in accordance with Section IV below.
2. Where the Local Traffic exchanged between VERIZON WIRELESS and a specific TDS TELECOM host or end office switch exceeds 500,000 minutes per month for three consecutive months, the Parties may implement direct trunks to a POI associated with the specific host or end office switch in accordance with the direct interconnection terms above.
3. For Local Traffic exchanged indirectly through a third party Tandem and so long as TDS TELECOM remains a rate of return regulated rural local exchange carrier, the POI shall be defined as the existing meet-point between TDS TELECOM and the third party Tandem provided that such meet-point is located at the TDS TELECOM service territory boundary. Each Party shall be financially and operationally responsible for the entire costs of providing facilities from its network to its respective side of the POI. Each Party may establish a different POI for the Local Traffic which that Party originates, provided that the new POI complies with the Act.

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. The Parties agree that charges for Access Reciprocal Compensation Traffic shall be as required by the FCC's Rules and Orders, and applicable tariffs of each Party. In the event that Intermediary Traffic, which is also Access Reciprocal Compensation Traffic subject to tariffed charges under the FCC's rules, is routed over Type 2B Interconnection Services provided under this Agreement or over indirect interconnection arrangements, the Party delivering the Intermediary Traffic shall pay the applicable End Office Access Service rate set forth in TDS' tariff to the terminating Party for any and all such traffic it delivers.
2. Neither Party shall bill the other Party for traffic more than two (2) years from the time the charges are incurred. 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.
3. Actual traffic measurements in each of the appropriate categories are the preferred method of classifying and billing traffic. However, recognizing that the Parties cannot currently measure incidental Access Reciprocal Compensation Traffic delivered over local Interconnection trunk group(s), the Parties agree to use the InterMTA percentage set forth in Appendix A as a surrogate method of classifying and billing traffic. The Parties explicitly recognize that the InterMTA percentage provided in this Agreement is based on the specific network configuration of the two Parties, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable amendment incorporating a revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate Access Reciprocal Compensation Traffic, directly or indirectly, in such a fashion as to make the calls appear as Local Traffic for compensation purposes.
4. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the effective date of the statement. The billed Party shall pay a late charge on any undisputed charges that have been billed that are greater than forty-five (45) days

old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees.

## SECTION V OFFICE CODE TRANSLATIONS

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

The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service.

## SECTION VI INDEPENDENT CONTRACTORS

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

## SECTION VII LIABILITY

### A.

Neither Party nor any of their affiliates shall be liable for any incidental, consequential, or special damages arising from the other Party's use of the Interconnection or 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 Interconnection or service provided under this Agreement, except for damages caused by the willful or intentional conduct of the indemnified Party.

### B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, Interconnection 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 Interconnection or services provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

SECTION VIII  
INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

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

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

SECTION IX  
FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused



delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

## SECTION X NON-DISCLOSURE

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 10, 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 Section 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 Section. 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 two (2) years 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) month 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' representatives 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 Washington without reference to its conflict of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

SECTION XV  
ENTIRE AGREEMENT

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

SECTION 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 VERIZON WIRELESS to:

Business Name: Verizon Wireless  
Mailing Address: 1120 Sanctuary Parkway, Suite 150  
Mail Code GASA4ICT  
City/State/Zip Code: Alpharetta, GA 30009  
Attention: Amy Hindman  
Phone: 770-797-1238

With a copy to:

Business Name: Verizon Global Wholesale  
Mailing Address: 1320 North Court House Road, 9<sup>th</sup> Floor  
City/State/Zip Code: Arlington, VA 22201  
Attention: Vice President & Deputy General Counsel  
Facsimile: 703-351-3656

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 VERIZON WIRELESS to:

Business Name: Verizon Wireless  
Mailing Address: 15505 Sand Canyon Ave.  
Bldg. "D" Direct Tel  
City/State/Zip Code: Irvine, CA 92618  
Attention: Billing Analyst - Washington  
Email: WestArea-DirectTelecom@verizonwireless.com

or to such other location as VERIZON WIRELESS may direct in writing.

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

Business Name: TDS Telecommunications Corporation  
Mailing Address: 10025 Investment Drive, Suite 200  
City/State/Zip Code: Knoxville, TN 37932  
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

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

Business Name: TDS Telecommunications Corporation  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Recip Comp Verification  
Email: invoiceverification@tdstelecom.com

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

VERIZON WIRELESS shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid provided such name is properly listed on the invoice.

#### 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

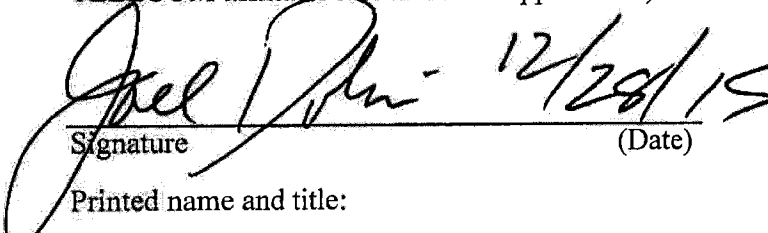
Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall

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

The Parties acknowledge that TDS TELECOM may be entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

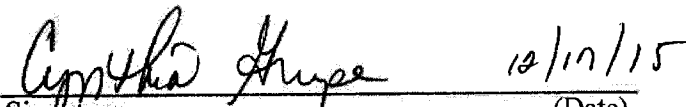
**By: TDS Telecommunications Corporation** (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A).

 12/28/15  
\_\_\_\_\_  
Signature (Date)

Printed name and title:

Joel Dohmeier  
Director Regulatory Revenue, Strategy & Compliance

**By: Cellco Partnership d/b/a Verizon Wireless, On Behalf of Itself and Its Wireless Subsidiaries and Affiliates Operating in the State of Washington From Time to Time**

 12/17/15  
\_\_\_\_\_  
Signature (Date)

Printed name and title:

Cynthia Grupe  
Executive Director – Network Administration

Signature Page to Commercial Mobile Traffic Exchange Agreement between TDS Telecommunications Corp. (WA Cos.) and Verizon Wireless dated December 1, 2015 relating to the exchange of Local Traffic.

**APPENDIX A**  
**Reciprocal Compensation Rates and Billing Procedures**

Asotin Telephone Company  
Lewis River Telephone Company, Inc.  
McDaniel Telephone Company

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

**Reciprocal Compensation Rates**

**Bill and Keep\***

\*In compliance with 47 C.F.R. § 20.11 and § 51.700 - § 51.715, from July 1, 2012 forward, all Non-Access Telecommunications Traffic exchanged between the Parties shall be exchanged pursuant to a Bill-and-Keep Arrangement, which shall have the meaning set forth in the FCC's rules.

Shared Facility Factor:            Mobile to Land – 70%  
   Land to Mobile – 30%

InterMTA Factor:                    0%

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 traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the Tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

**Appendix B**

**Point(s) of Interconnection**

- 1) There are no direct Points of Interconnection at time of signing.