

**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

WEST RIVER TELEPHONE COOPERATIVE

AND

NEXTEL WEST CORP.

Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of May, 2004 (the "Effective Date"), by and between West River Telephone Cooperative ("TELCO") with offices at 101 West Main St., Hazen, N.D. and Nextel West Corp. ("Nextel") with offices at 2001 Edmund Halley Dr., Reston, VA 20191.

2. RECITALS

WHEREAS, TELCO is a Local Exchange Carrier in the State of North Dakota;

WHEREAS, NEXTEL is a telecommunications carrier utilizing the Commercial Mobile Radio Service licenses assigned to Nextel, Inc. within the state of North Dakota;

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TELCO and NEXTEL hereby agree as follows:

Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "As Defined in the Act", means as specifically defined by the Act.

1.3 "As Described in the Act" means as described in or required by the Act."

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

1.5 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

(e) "Mobile Switching Center" or "MSC" means a CMRS Provider's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its end Users and other telecommunications carriers.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR Part 20.

1.7 "Commission" means the Public Service Commission of North Dakota.

1.8 "EAS Service Area" means a group of two or more exchanges, as defined in TELCO's then current General Subscriber Service Tariff, among which a TELCO Customer may make landline-to-landline calls without incurring a toll charge.

1.9 "Effective Date" means the date first above written.

- 1.10 "FCC" means the Federal Communications Commission.
- 1.11 "Interconnection" for purposes of this Agreement is the direct or indirect linking of TELCO and NEXTEL networks for the exchange of telecommunications traffic described in this Agreement.
- 1.12 "Interconnection Point" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.
- 1.13 "Interexchange Carrier" or "IXC" means a carrier that is providing interexchange service."
- 1.14 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area. 47 U.S.C. §153(21).
- 1.15 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:
- (a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
 - (b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)
- 1.16 "Subject Traffic" is defined for all purposes under this Agreement as Telecommunications Traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties. For landline-originated traffic, Subject Traffic is limited to calls to NPA/NXXs within TELCO customers' local or EAS calling scope.

For purposes of determining originating and terminating points of a call on the NEXTEL network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively.

- 1.17 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of this title, except to the extent that the Federal Communications Commission finds that such service should be

included in the definition of such term. 47 U.S.C. §153(26)."Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

- 1.18 "Mobile service" is as defined by the FCC.
- 1.19 "Inter-MTA Traffic" means all traffic which originates in one MTA and terminates in another MTA.
- 1.20 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).
- 1.21 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.22 "Party" means either TELCO or NEXTEL, and "Parties" means TELCO and NEXTEL.
- 1.23 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the Transport and Termination on each carrier's network of Subject Traffic, as defined in Section 1.16 above, that originates on the network facilities of the other carrier.
- 1.24 "Telecommunications Traffic" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. §153(43)
- 1.25 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.26 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)
- 1.27 "Termination" means the switching of Subject Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)
- 1.28 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

- 1.29 "Transport" means the transmission and any necessary tandem switching of Subject Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. 47 CFR 51.701(c)
- 1.30 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a TELCO switch.
- 1.31 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits, Appendices and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3. SCOPE

- 3.1 This agreement applies to all Subject Traffic originated by the End User subscribers of one Party and terminated to end-user subscribers of the other Party which is (a) delivered over facilities owned or controlled by the Parties, which directly interconnect the Parties or, (b) indirectly connected, i.e., delivered over a Third Party Provider, performing transiting function, on behalf of the originating Party. Subject Traffic is subject to only the Reciprocal Compensation charges contained in Appendix A of this Agreement.

- 3.2 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between TELCO and NEXTEL. TELCO's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") listed in Appendix A of this Agreement. NEXTEL's NXXs are listed in LERG for OCN 6232 in the state of North Dakota.
- 3.3 This Agreement is limited to exchange of TELCO local exchange end-user customers' traffic for which TELCO has tariff authority to carry. This Agreement is further limited to exchange of NEXTEL end user customers' traffic to which NEXTEL provides service on a two-way wireless, mobile basis.
- 3.4 This Agreement does not cover the exchange of traffic for one-way mobile services such as paging, if provided by NEXTEL. Should NEXTEL desire to establish interconnection agreement with TELCO for such services, TELCO will engage in bona fide negotiations with NEXTEL to establish an interconnection and compensation agreement for said one-way mobile services.
- 3.5 The Parties also agree to exchange traffic associated with Third Party local provider, if an agreement has been made between the originating Party and both the transiting Party and the terminating third party local provider. NEXTEL shall not provide transiting function on behalf of TELCO and TELCO will not provide transiting functions for NEXTEL.

4. SERVICE AGREEMENT

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for exchange of Subject Traffic where the type of interconnection requested is reasonably available.

- 4.1 Interconnection Facilities. The Parties agree to the following interconnection options, when direct interconnection is requested by NEXTEL for exchange of Subject Traffic. Alternatively, either party may choose to indirectly connect to the other party's network, and route Subject Traffic via the facilities of a third party that performs a transit function on behalf of NEXTEL. Where NEXTEL elects to utilize the facilities of Qwest or any other carrier to transport traffic between NEXTEL's own facilities and the POI ("third party facilities"), NEXTEL shall be responsible for any applicable transiting charges from the third party carrier.

- 4.1.1 Type 1 Interconnection are facilities which provide a trunk side connection (line side treatment) between TELCO's End Office Switch and NEXTEL's point of presence within that end office boundary, with the POI designated at the TELCO's End Office Switch.
- 4.1.2 Type 2A Interconnection are facilities which provide a trunk side connection between TELCO's Tandem Office Switch and NEXTEL's point of presence within the wire center boundary of the tandem switch, with the POI designated at the TELCO's Tandem Office Switch.
- 4.1.3 Type 2B Interconnection are facilities which provide a trunk side connection between TELCO's End Office Switch and NEXTEL's point of presence within that end office boundary, with the POI designated at TELCO's End Office Switch. Type 2B facilities provide terminating and originating access to subscribers that can be reached via that TELCO's End Office Switch.
- 4.1.4 Facility Charges: In a direct interconnection, the Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Recurring charges billed by TELCO to NEXTEL will be shared by the Parties on a proportional percentage basis as specified in Appendix A of this Agreement. The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the term of this Agreement is for three years. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

4.2 Facility Locations

- 4.2.1 Technical Feasibility: NEXTEL may interconnect with TELCO's network at a technically feasible point, agreed upon by the Parties. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix A of this Agreement constitute the technically feasible point(s) of interconnection for NEXTEL to deliver traffic to the TELCO for transport and termination by the Telephone Company on its network.
- 4.2.2 Incumbent LEC Requirement: The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of

services or facilities by TELCO in those areas where TELCO is not the incumbent LEC.

- 4.2.3 Technical Requirements and Standards: Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.
- 4.2.4 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise provided, neither Party shall modify its network to the extent such modification will disrupt or degrade the other Party's use of the network. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

4.3 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Telecommunications.

- 4.3.1 Directly Interconnected: Each Party shall be responsible for the delivery of Subject Traffic from its network to the POI established between the Parties for the Transport and Termination of such traffic by terminating Party to its End Users, as appropriate.

- 4.3.2 If NEXTEL chooses to use TELCO's services or facilities, not otherwise covered under this Agreement, appropriate tariff rates will apply.
- 4.3.3 Indirectly Connected via a Third Party Provider: As an alternative to establishing a direct connection, either party may choose to deliver traffic from its network to a Third Party Provider and thus be indirectly connected with the other party for the delivery of traffic originated on that party's network.
- 4.3.3.1 TELCO agrees to route originating traffic, destined to a NEXTEL NPA/NXX rated out of one of the TELCO's rate centers, to NEXTEL via indirect connections when no direct connection exists provided that NEXTEL assigns numbers from such NPA/NXX to customers within the local calling scope of TELCO customers, and that NEXTEL has facilities to serve such customers. The Parties acknowledge that NEXTEL is responsible for compensating TELCO for any applicable transiting charges from the third party tandem carrier. This includes any transport and tandem switching charges Qwest may bill to the TELCO for providing the transit function.

4.4 Transiting Traffic

The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only.

5. COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over a Type 1, Type 2B, Type 2A, or indirect interconnection arrangement as described in Section 4.0.

The rate for Reciprocal Compensation is listed in **Appendix A** to this Agreement.

The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the term of this Agreement is for three years. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

5.2 Direct Billing. The Parties shall pay each other for all charges in accordance with the rates set forth in Appendix A of this agreement. Such payments are to be received within 45 days from the date of the billing statement. The Parties shall pay a late charge on any undisputed charges, which are not paid within the 45-day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Each Party shall pay the other Party the reasonable amount of the collecting Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within sixty (60) days of the statement date, or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

5.3 Calculation of Payments and Billing.

- 5.3.1 NEXTEL will compensate TELCO for Subject Traffic delivered to TELCO for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding. TELCO will compensate NEXTEL for Subject Traffic delivered to NEXTEL for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding.
- 5.3.2 TELCO shall prepare a monthly billing statement to NEXTEL which will separately reflect the calculation of Reciprocal Compensation due TELCO. Actual terminating usage recorded by TELCO and/or record/reports provided by Qwest will be used for billing NEXTEL. Where there is TELCO landline-originated Subject Traffic that terminates to NEXTEL, NEXTEL shall prepare a monthly billing statement for Reciprocal Compensation to TELCO. Reciprocal Compensation billed by NEXTEL to TELCO shall be based on the TELCO's Reciprocal Compensation billed to NEXTEL and the application of the Traffic Factor in Appendix A, 1.0.
- 5.3.3 Due to the de minimus amount of inter-MTA traffic and the associated administrative cost of identifying and billing inter-MTA traffic, the Parties agree to a 0% Inter-MTA Traffic factor as an estimate of the Inter-MTA Traffic being exchanged. Therefore, all traffic under this Agreement exchanged between the Parties will be Subject Traffic.
- 5.3.4 Each party may request to inspect, during normal business hours, the records, which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 24 months in age from the date the monthly bill containing said record information was issued.

6. NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7. GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation

in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan, but agree to work cooperatively on matters that require joint implementation. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for administering NXX codes assigned to it.
- 7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier ("CLLI") assigned to its switches.

8. TERM AND TERMINATION

- 8.1 Subject to the provisions of Sections 13 and 15, the initial term of this Agreement shall terminate on May 1, 2006. This Agreement shall automatically renew for successive six-month periods, unless, not less than sixty (60) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement in writing.

The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the initial term of this Agreement is consistent with the specific termination date of Telco's interconnection agreement with Western Wireless into which Nextel has elected to opt-in.. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

- 8.2 The Parties agree to work in good faith to determine a net amount due for interconnection from Nextel to Telco for the period through April 30, 2004. In the event that the Parties do not reach mutual agreement with respect to this amount due, the parties agree to follow the procedures set forth below. With respect to this matter and any other subsequent dispute regarding billing, the Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

- 8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the

Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

8.5 If prior to expiration or termination of this Agreement either Party requests the negotiation of a successor agreement, then upon approval of the successor agreement this Agreement shall terminate. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act.

9. CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10. NON-SEVERABILITY

- 10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11. INDEMNIFICATION

- 11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:
 - (a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
 - (b) claims for libel, slander, or 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; and
 - (c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

- 11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.
 - (a) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense 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.

(b) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(c) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12. LIMITATION OF LIABILITY

- 12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss 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, except in the case of gross negligence or willful misconduct.

13. REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14. PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

15. MISCELLANEOUS

15.1 Authorization

15.1.1 TELCO is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.1.2 NEXTEL is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by NEXTEL or TELCO in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between NEXTEL and TELCO, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by NEXTEL or TELCO in compliance with this Agreement, shall create a contractual, agency, or any other type of

relationship or third party liability between NEXTEL and TELCO end users or others.

15.4 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 (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

15.5 Confidentiality

15.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 15.5.2 of this Agreement.

- 15.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 15.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 15.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions.
- 15.7 Taxes. Each Party purchasing services hereunder 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 purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 15.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to

a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

- 15.9 Non-Waiver. 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.
- 15.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To: NEXTEL

Nextel Communications, Inc
2001 Edmund Halley Dr
Reston, Va. 20191
Attn: Bob Edgerly
Tel: (703) 264-49494
Fax: (703) 264-4246

To: TELCO

West River Telephone Cooperative
101 West Main St.
Hazen, N.D. 58545
Attn: Albert Grosz, Manager
Tel.: (701) 748-2211
Fax: (701) 748-6800

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

- 15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 15.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed 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 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, in the name of, 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.
- 15.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 2004.

NEXTEL WEST CORP.

**WEST RIVER TELEPHONE
COOPERATIVE**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Appendix A

1.0 Traffic Factors for Shared Facilities

Where direct interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges for such facilities provided and billed for by TELCO shall be reduced by an agreed upon percentage representing the estimated traffic exchanged between the Parties over such facilities that originate on TELCO's network by TELCO's customers. This percentage is referred to as the Traffic Factor and shall be applied only in accordance with the circumstances set forth in Section 5.3.2 of this Agreement. The Parties agree that the Traffic Factor shall remain in effect for the term of this Agreement.

- a. Landline to Wireless: 30%
- b. Wireless to Landline: 70%

2.0 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over a Type 1, Type 2B, Type 2A, or indirect interconnection arrangement as described in Section 4.0 of this Agreement. The rate for Reciprocal Compensation is:

\$ 0.0165 PER MINUTE

With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-494 NPA-NXX, traffic originated on the following TELCO NPA-NXXs will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Beulah, 701-873; 701-983; Hazen, 701-748; Pick City, 701-487; and Stanton, 701-745.

3.0 Rate for Interconnection Facilities

TELCO's charges for the interconnection facilities will be at the rates specified in TELCO's applicable tariffs and will be billed as described in Appendix A, Section 1.0 above. The Parties have agreed that they may interconnect and exchange Subject Traffic subject to the terms and conditions of this Agreement by utilizing the transport facilities of Qwest to transport traffic between their respective networks. NEXTEL shall be responsible for any applicable transiting charges from Qwest or any other Third Party carrier.

POI to TELCO: HAZNNDXADSI

TELCO OCN: 4413