

WIRELESS TRAFFIC EXCHANGE AGREEMENT

BETWEEN

IDEAONE TELECOM GROUP, LLC

AND

**BADLANDS CELLULAR OF NORTH DAKOTA LIMITED
PARTNERSHIP
BISMARCK MSA LIMITED PARTNERSHIP
NORTH CENTRAL RSA 2 OF NORTH DAKOTA
NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP
NORTH DAKOTA 5-KIDDER LIMITED PARTNERSHIP
NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA
LIMITED PARTNERSHIP
VERIZON WIRELESS (VAW) LLC**

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I. Article I

1. INTRODUCTION

This Wireless Traffic Exchange Agreement (“Agreement”) is effective as of the 1st day of January 2006 (the “Effective Date”), by and between IdeaOne Telecom Group, LLC (“IdeaOne”) with offices at 3239 39th Street, Fargo, ND 58104, and the Verizon Wireless Entities, as denoted on the Verizon Wireless Signature Page, individually and collectively doing business as Verizon Wireless (“Verizon Wireless”) with offices at 180 Washington Valley Road, Bedminster, NJ 07921.

2. RECITALS

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

WHEREAS, Verizon Wireless is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of North Dakota;

WHEREAS, IdeaOne and Verizon Wireless exchange calls between their networks and wish to establish Traffic Exchange arrangements for these calls;

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, IdeaOne and Verizon Wireless hereby agree as follows:

II. 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, as may be interpreted from time to time by the FCC, the Commission, North Dakota state courts, or federal courts.

1.3 “As Described in the Act” means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, North Dakota state courts, or federal courts.

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 either lines or 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.

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 a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. 47 CFR § 20

1.7 “Commission” means the North Dakota Public Service Commission.

1.8 “Conversation Minutes” is defined as the measured minutes of use in full second increments (without rounding) beginning when the terminating recording switch receives answer supervision from the called end user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. Conversation Minutes are aggregated at the end of the monthly billing cycle and rounded to the next whole minute.

1.9 “Effective Date” means the date as first written above.

1.10 “FCC” means the Federal Communications Commission.

1.11 “Interconnection” for purposes of this Agreement is the indirect or direct linking of IdeaOne and VZW networks for the exchange of telecommunications traffic described in this Agreement.

1.12 “Interexchange Carrier” or “IXC” means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.13 “Local Exchange Routing Guide” or “LERG” is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.14 “Local Traffic” is defined for all purposes under this Agreement as traffic that (a) is originated by a customer of one Party on that Party's network, and (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA). Local Traffic may be handled pursuant to an arrangement between the originating Party and a carrier that performs a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by Verizon Wireless is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for IdeaOne shall be the end office serving the calling or called party, and for Verizon Wireless shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

1.15 “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 § 332(c) of the Act, 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)

1.16 “Major Trading Area” or “MTA” means the Major Trading Area designated by the FCC which is the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202(a) or other applicable law.

1.17 “Mobile Switching Center” (MSC) is a CMRS switching system that provides distribution, concentration, and switching functions for originating and terminating CMRS traffic.

1.18 “Non-Local Traffic” is that traffic that at the beginning of the call originates in one MTA (as defined in § 1.16 above) and terminates in another MTA. Non-Local Traffic will not be subject to Reciprocal Compensation.

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 (“NANP”) scope to which a call is to be routed (*i.e.*, NPA/NXX-XXXX.).

1.21 “NXX” means the three-digit switch entity indicator, which appears as the Fourth, fifth, and sixth digits of a ten (10) digit telephone number within the NANP.

1.22 “Party” means either IdeaOne or Verizon Wireless, and “Parties” means IdeaOne and Verizon Wireless.

1.23 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more particular NPA/NXX Codes that have been assigned for the provision of telecommunications services.

1.24 “Reciprocal Compensation” means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the Transport and Termination on each carrier’s network of Local Traffic, as defined in § 1.14 above, that originates on the network facilities of the other carrier. Reciprocal Compensation, for purposes of this Agreement, is symmetrical.

1.25 “Telecommunications” 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)

1.26 “Telecommunications Act” means the Communications Act of 1934, as amended.

1.27 “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. § 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)

1.28 “Telecommunications Services” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.29 “Termination” means the switching of Local Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party’s premises or mobile handset.

1.30 “Transit 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.

1.31 “Transport” means the transmission and any necessary tandem switching of Local Traffic subject to § 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.

1.32 “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).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits 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).

3.0 SCOPE

3.1 This Agreement is intended, *inter alia*, to describe and enable specific Traffic Exchange 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 IdeaOne and Verizon Wireless. IdeaOne’s NXXs are listed in Telcordia’s Local Exchange Routing Guide (“LERG”) under Operating Company Number (“OCN”) 4708 in the State of North Dakota. Verizon Wireless represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 12, (Minneapolis-St. Paul). Verizon Wireless’s NXXs are listed in the LERG under OCN 6568 in the State of North Dakota. Additions or changes to either Party’s NPA/NXXs will be listed in the LERG. The Parties agree to route Local Traffic in accordance with the LERG, and the rating and routing points need not be the same.

3.2 This Agreement is limited to traffic of IdeaOne end user customers for which IdeaOne has tariff authority to carry. This Agreement is limited to traffic of Verizon Wireless customers and roamers to which Verizon Wireless provides service on a two-way wireless, mobile basis. This Agreement does not cover traffic of Verizon Wireless on a one-way mobile basis, sometimes called paging service.

3.3 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

3.4 This Agreement also addresses compensation owed by IdeaOne to Verizon Wireless for IdeaOne's Non-Local Traffic terminating on the network of Verizon Wireless. IdeaOne's Non-Local Traffic subject to the terms and conditions of this Agreement is that traffic originated by an end user of IdeaOne that has PICed IdeaOne to be the retail long distance provider or where the end user has subscribed to long distance services as part of IdeaOne's bundled service offerings.

3.4.1 The Parties acknowledge and agree that some Verizon Wireless traffic routed to IdeaOne over the Local interconnection trunks may contain a small amount of interMTA traffic. This is because CMRS licensing territories do not exactly match the geographical boundaries of an MTA. Because the traffic volume is *de minimus* in nature, this interMTA traffic shall be considered Local Traffic.

3.4.2 IdeaOne shall route IdeaOne's Non-Local Traffic to the appropriate Verizon Wireless MSC based on the LERG using a transport provider of IdeaOne's choice. IdeaOne shall not route a third party's Non-Local Traffic for termination on the Verizon Wireless network without making appropriate arrangements for delivery of such traffic.

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of IdeaOne and Verizon Wireless. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this Agreement.

4.1 Direct Interconnection: The Parties agree to establish direct interconnection through a meet point arrangement at Qwest's Fargo tandem and each Party agrees to pay 100% of the two-way facility cost between its switch and the agreed to meet point. Parties will interconnect at the meet point *via* DS1 cross-connect(s). Verizon Wireless will submit the order to Qwest for the appropriate number of DS1 cross-connect(s) based on traffic volumes and mutually agreed upon by the Parties. Initially, the Parties will order four (4) DS1 cross-connects. Verizon Wireless will bill IdeaOne the applicable charges based on § 5.4.4 below and at the rate listed in Attachment A.

4.2 Indirect Interconnection. The Parties agree that if traffic exchanged pursuant to § 4.1 above falls below 300,000 conversation minutes of use per month for three (3) consecutive months (“Traffic Threshold”), IdeaOne and Verizon Wireless shall interconnect their networks at an agreed upon third party Tandem Office Switch. Either Party may notify the other Party that it believes usage has fallen below the Traffic Threshold. If the Parties do not agree then within sixty (60) days of receiving notification that usage has fallen below the Traffic Threshold, the Party wishing to retain direct connection will provision one-way facilities or convert existing two-way facilities to one-way facilities. The Party wishing to connect indirectly will route traffic through a third party tandem and will be resolved of any financial responsibility associated with the direct connection facilities. If the above does not resolve the differences, then either Party may seek resolution through § 16.0, Dispute Resolution. IdeaOne and Verizon Wireless must have a contractual or tariff arrangement(s) with the third party for the delivery of traffic to the terminating Party. IdeaOne and Verizon Wireless will accept this traffic subject to the compensation arrangements set forth below. The originating carrier is responsible for any tandem switching and tandem transport charges billed by the third party tandem provider.

4.3 Transit 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. Neither Party shall provide a transit function for the other Party.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation. Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in § 1.14 and is related to the exchange of traffic described in § 4.

5.1.1 The symmetrical rate for Reciprocal Compensation is listed in Attachment A.

5.1.2 For the purposes of billing Reciprocal Compensation for Local Traffic, IdeaOne shall bill Verizon Wireless the Conversation Minutes obtained from actual usage records from its switch or from records and/or reports provided by the transiting carrier.

5.1.3 Verizon Wireless will bill IdeaOne as provided for in § 5.1.3.1. The preferred method of classifying and billing traffic is by actual traffic measurement. If at the start of this Agreement, Verizon Wireless is incapable of measuring Local Traffic originated by IdeaOne, and until such time that Verizon Wireless can measure actual traffic exchanged, the following surrogate billing methodology shall be used.

5.1.3.1 The surrogate billing methodology assumes that 60% of the total Local Traffic exchanged between the Parties is mobile originated by Verizon Wireless (Mobile-to-Land) and 40% of total Local Traffic is land

originated by IdeaOne (Land-to-Mobile). IdeaOne to Verizon Wireless minutes shall be calculated by (i) dividing the Mobile-to-Land minutes of use, as billed by IdeaOne, by the Mobile-to-Land percent of total Local Traffic (60%), and (ii) multiplying the results in (i) by the Land-to-Mobile percent of total Local Traffic (40%). Verizon Wireless will separately bill IdeaOne Reciprocal Compensation for the IdeaOne-originated Local Traffic terminating to Verizon Wireless using the Reciprocal Compensation Rate in Attachment A.

5.1.3.2 If, however, Verizon Wireless is at some future date able to measure its own traffic, Verizon Wireless shall bill IdeaOne using Verizon Wireless' actual traffic measurements.

5.2 The Parties agree to bill each other for Local Traffic as described in this Agreement unless the Local Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points (rate and traffic factor) have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 15, hereof.

5.3 Traffic Subject to Non-Local Charges.

For purposes of this Agreement, the Parties agree that IdeaOne's Non-Local Traffic is 3% of IdeaOne's Land to Mobile Local Traffic as calculated in § 5.1.3.1 above. IdeaOne's Interstate Non-Local minutes equal IdeaOne's Non-Local Traffic times the Percent Interstate Usage ("PIU") factor contained in Attachment A. IdeaOne's Intrastate Non-Local minutes equal IdeaOne's Non-Local Traffic minus IdeaOne's Interstate Non-Local minutes. Verizon Wireless will bill IdeaOne for IdeaOne's Interstate and Intrastate Non-Local Traffic using IdeaOne's Interstate and Intrastate switched access rates as shown in Attachment A. Should IdeaOne acquire additional properties that operate in a multi-MTA state, the PIU would be modified to reflect the traffic that is Intrastate Non-Local Traffic.

5.4 Calculation of Payments and Billing.

- 5.4.1 Verizon Wireless will compensate IdeaOne for Local Traffic delivered to IdeaOne for termination to its customers, as prescribed and at the rates provided in Attachment A. IdeaOne will compensate Verizon Wireless for Local and Non-Local Traffic originated by IdeaOne customers on IdeaOne's network and delivered to Verizon Wireless, for termination to its customers, as prescribed in §§ 5.1 and 5.3, at the rate provided in Attachment A. IdeaOne will also compensate Verizon Wireless for cross-connect charges as prescribed in § 5.4.4 and at the rate included in Attachment A.
- 5.4.2 Verizon Wireless shall prepare a monthly billing statement to IdeaOne, reflecting the calculation of compensation due Verizon Wireless for Local Traffic, Non-Local Traffic, and cross-connect charges. IdeaOne shall prepare a monthly billing statement to Verizon Wireless, which will separately reflect the calculation of Reciprocal Compensation due IdeaOne for Local Traffic. Billing shall be based on actual measured usage, when available. Verizon Wireless will bill IdeaOne Local Traffic based on the surrogate billing method described in § 5.1.3.1.
- 5.4.3 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 12 months in age from the date the monthly bill containing said record information was issued.
- 5.4.4 The recurring and nonrecurring charges for dedicated interconnection facilities, as described in § 4.1, used to facilitate the exchange of traffic between the Parties shall be shared based on proportionate use of such facilities. The estimated proportionate use percentage is referred to as the Traffic Factor and is listed below. The Parties agree to review the Traffic Factor on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor appropriately.
- | | |
|-------------------------|-----|
| a) Landline-to-Wireless | 40% |
| b) Wireless-to-Landline | 60% |
- 5.4.5 Neither Party shall bill the other Party for traffic that is more than six (6) months old or that predates this Agreement.
- 5.4.6 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 5.4.6.1 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 (1½%) 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 ninety (90) days past due, provided the Billing Party gives an additional thirty (30) days' written notice and opportunity to cure the default.

5.4.6.2 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 (1½%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

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

5.4.7 Upon termination or expiration of this Agreement in accordance with this § 8:

- (a) Each Party shall comply immediately with its obligations as set forth in § 5.3.7 above;
- (b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

6.0 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, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network.

7.0 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 § 5, measuring and

billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard 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. 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 managing NXX codes assigned to it.

7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

7.5 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnection trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting Verizon Wireless to the IdeaOne SS7 systems, is permitted. Neither Party shall charge the other for SS7 signaling.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of § 13, the initial term of this Agreement shall be for one year ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew on a month-to-month basis, unless, not less than one hundred twenty (120) days prior to the end of the Term, either Party notifies the other Party ("Initial Term Notification Date") of its intent to negotiate a successor agreement. After the initial Term, either Party can notify the other Party of its intent to negotiate a successor Agreement upon thirty (30) days notice ("Renewal Term Notification Date"). In the event such renegotiation does not result in a successor agreement within one hundred sixty (160) days of either the Initial or Renewal Notification Date, then this Agreement terminates. If the Parties are unable to agree on the terms of a successor agreement, either Party may file for arbitration per the Act.

8.2 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.

9.0 CANCELLATION CHARGES

No cancellation charges shall apply.

10.0 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.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) 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;
- (2) 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
- (3) 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 § 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.

- (1) 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.

(2) 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.

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

12.0 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 § 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.

13.0 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 § 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 may be 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.

14.0 CHANGE IN LAW

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 Telecommunications 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 Telecommunications 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 Telecommunications 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, to the extent permitted or required, 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.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 IdeaOne Telecom Group, LLC is a limited liability company 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 The Verizon Wireless entities listed on the signature page are duly organized and validly existing and have 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 Verizon Wireless or IdeaOne in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Verizon Wireless and IdeaOne, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Verizon Wireless or IdeaOne in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Verizon Wireless and IdeaOne 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, 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 § 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 that 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. This Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or the North Dakota state courts, or federal courts, as appropriate.

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 **DISCLAIMER**

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

15.11 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 to the following addresses of the Parties:

Verizon Wireless One Verizon Place Alpharetta, GA 30004 Attn: Director - Wireline Interconnection Mail Code GA3B1REG With a copy to: Verizon Wireless 1300 I Street, NW, Suite 400W Washington, DC 20005 Attn: Regulatory Counsel -	IdeaOne Telecom Group, LLC Attn: Bob Johnson 3239 39 th Street Fargo, ND 58104
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Interconnection	
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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; or (iii) three (3) days after mailing in the case of certified U.S. mail. A Party may change its notice information by providing written notice pursuant to § 15.11.

15.12 In order to facilitate trouble reporting and to coordinate the repair of Interconnection facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management or Emergency Contact:

For IdeaOne:

NOC Contact Number: 701-356-6024

For Verizon Wireless:

NOC Contact Number: 800-264-6620

15.13 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.

15.14 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.

15.15 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.

15.16 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.

15.17 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.

15.18 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 in writing signed by an officer of each Party.

15.19 Foreign-Based Services. Each Party represents, warrants, and covenants that no service performed by such Party pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no data or Verizon Wireless customer communication (voice or data) relating to any such service shall be stored or transmitted, at, in, or through, a site located outside of the United States without the advance written consent of Verizon Wireless.

16.0 DISPUTE RESOLUTION

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. The location, format, frequency, duration, and conclusion of

these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

16.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

16.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Cellco Partnership d/b/a Verizon Wireless	IdeaOne Telecom Group, LLC
Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent	By: 
Bismarck MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, Its General Partner	Printed: <u>Robert K. Johnson</u>
North Central RSA 2 of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent	Title: <u>General Manager</u>
North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless By AirTouch North Dakota, LLC, Its General Partner	Date: <u>12/15/05</u>
North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent	
Northwest Dakota Cellular of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent	
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless	
By: 	
Printed: <u>Howard H. Bower</u>	
Title: <u>Area VP Network - Midwest Area</u>	
Date: <u>1/3/06</u>	

Attachment A**Rates and Factors**

Local Traffic	
Reciprocal Compensation Rate	\$0.001482 Per Terminating Conversation Minute
Local Traffic Exchange Factor	60% of Total Local Traffic is Mobile to Land 40% of Total Local Traffic is Land to Mobile
Mobile to Land Percent Local Traffic	100%
Non-Local Traffic	
IdeaOne's Non-Local Factor	3% of the Local Land to Mobile Minutes of Use
Percent Interstate Usage (PIU)	100%
Interstate—Non-Local Traffic Rate	\$0.003135
Intrastate—Non-Local Traffic Rate	\$0.031312
Cross-Connect Charges	
DS1 cross-connect (recurring)	\$52.50 per month
DS1 cross-connect (nonrecurring)	\$329.00

Attachment B

Reserved for Future Use