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January 2, 2008

VIA OVERNIGHT DELIVERY

Ilona Jeffcoat-Sacco  
Executive Director  
North Dakota Public Service Commission  
600 East Boulevard Avenue  
Department 408  
Bismarck, ND 58505-0480

Dear Ms. Jeffcoat-Sacco:

Enclosed for filing pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is an executed Traffic Exchange Agreement between Inter-Community Telephone Co., LLC and Midcontinent Communications.

Contact information for Inter-Community Telephone Co, LLC is as follows:

Keith Andersen, Manager  
Inter-Community Telephone Co., LLC  
P.O. Box 8  
58062-0008

The original and 7 copies are provided as well as an electronic copy.

Should you have any questions, please do not hesitate to call me at 301-459-7590.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Becci', is written over a horizontal line.

John Becci  
Staff Director - Regulatory Affairs

Enclosures

cc: Keith Andersen, Inter-Community Telephone Co, LLC (via email)  
Nancy Vogel, Midcontinent Communications (via email)  
Mary Lohnes, Midcontinent Communications (via email)  
Patrick Durick, Counsel to Midcontinent Communications (via email)  
Patrick Fahn, North Dakota Public Service Commission (via email)

**TRAFFIC EXCHANGE AGREEMENT**

By and Between

**Inter-Community Telephone Co., LLC**

And

**Midcontinent Communications**

This Agreement ("Agreement") is entered into by and between Inter-Community Telephone Co., LLC. ("Intercommunity") and Midcontinent Communications ("Midcontinent Communications" Midcontinent Communications, a South Dakota Partnership ("Midcontinent") with offices at 3901 N Louise Ave, Sioux Falls, SD, 57107. Intercommunity and Midcontinent Communications may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, Intercommunity is an Incumbent Local Exchange Carrier providing local exchange service in its territory; and

WHEREAS, Midcontinent Communications is authorized by the North Dakota (PSC, PUC) as an Competitive Local Exchange Carrier and provides local service to its end user customers in Qwest's ILEC service territory; and

WHEREAS, the Midcontinent Communications service territory does not overlap Intercommunity's ILEC service territory, the Parties are not in direct competition; and

WHEREAS, this Agreement is intended to fulfill each Party's obligations under subsection 251(a) of the Communications Act, as amended by the Telecommunications Act of 1996;

WHEREAS, CLEC represents to ILEC that it is a common carrier under the Act and, acting as a common carrier, has requested interconnection with designated facilities of ILEC; and

WHEREAS, the Parties acknowledge that ILEC is a rural telephone company as defined in Section 3(37) of the Act (47 U.S.C. § 153(37)). By voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its right under Section 251(f) of the Act that it is exempt from Section 251(c) of the Act; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the North Dakota Public Service Commission (the "Commission").

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

## 1. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 1.1. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 1.2. CLLI Codes means Common Language Location Identifier Codes.
- 1.3. Commission means the North Dakota Public Service Commission
- 1.4. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 1.5. DS3 is a digital signal rate of 44.736 Mbps.
- 1.6. Exchange Area means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Services.
- 1.7. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.
- 1.8. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.9. EAS Traffic is defined as any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in Intercommunity's tariff. The exchanges and NPA-NXX of each Party in the Intercommunity tariff are listed in Exhibit 1. As clarification of this definition and for reciprocal transport and termination compensation, EAS Traffic does not include traffic that originates from or is directed to or through an ISP.
- 1.10. ISP Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an ESP or ISP who is physically located in an exchange within the EAS area of the originating end user. Traffic originated from, directed to or through an ESP or ISP physically located outside the originating end user's EAS area will be considered switched toll traffic and

subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.

- 1.11. IP-Enabled Voice Traffic means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics Telephone Exchange Service. IP-Enabled Voice Traffic includes:
  - (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the PSTN; and
  - (ii) Voice traffic originated on the PSTN, and which terminates on IPC, and
- 1.12. Interconnection Point (IP) means the location where one Party's financial responsibility begins and the other Party's financial responsibility ends.
- 1.13. Point(s) of Interconnection (POI(s)) means the physical location(s) within Intercommunity's network, at which the Parties' networks meet for the purpose of exchanging EAS Traffic.
- 1.14. Tandem Switch or Tandem Office is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.
- 1.15. Telephone Exchange Service. The term "telephone exchange service" means shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.
- 1.16. Telecommunications Traffic means traffic exchanged between the Parties, except for telecommunications traffic that is interstate or intrastate exchange access, Commercial Mobile Radio Service, information access, or exchange services for such access.

## 2. SCOPE OF AGREEMENT

- 2.1. ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLEC or a Third Party Telecommunications Carrier, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, IP-Enabled Traffic shall be treated as Telecommunications Ttraffic. If IP-Enabled Traffic is exchanged under this Agreement and the FCC determines that IP-Enabled Traffic is other than Telecommunications Service and determines that IP-Enabled Traffic is not subject to interconnection requirements that are the

same as those applicable to telecommunications services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

2.2. Except as specifically provided in this Agreement and any attachments hereto, CLEC agrees that it is requesting and will use the arrangements under this Agreement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access per each Party's tariffs.

2.3. Rate Arbitrage

2.3.1. Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.

2.3.2. If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.

2.3.3. If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by ILEC, CLEC shall be required to obtain any applicable records of any customer or other third party utilizing CLEC's interconnection with ILEC. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided,

however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

### 3. PHYSICAL INTERCONNECTION

3.1. The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over either Indirect or Direct Interconnection Facilities between their networks. The Parties agree to connect their respective networks, directly or indirectly, so as to exchange such EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection (POI) as described below.

#### 3.2. Indirect Interconnection

3.2.1. Each Party agrees to initially exchange ISP-Bound Traffic and Local/EAS Traffic indirectly with the other Party by transiting such Traffic through Qwest Fargo tandem (XXXXX) until the monthly two-way aggregate volume of such traffic being exchanged by the Parties exceeds 200,000 minutes of use, based on a three month rolling average ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, but both Parties agree that direct interconnection is undesirable, then the Parties shall continue to exchange Local/EAS Traffic and ISP-Bound Traffic indirectly utilizing the transit arrangement. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then direct interconnection shall be mandatory.

3.2.2. For ISP-Bound Traffic and Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with Qwest. This arrangement for indirect interconnection will be subject to renegotiation: (1) if Qwest changes tandem homing arrangements; or (2) if due to change in law or regulation, Qwest no longer offers transiting service; or (3) if for reasons beyond the control of the Parties Qwest no longer offers transiting service.

3.2.3. The Party originating EAS Traffic and ISP-Bound Traffic that is routed indirectly through the transiting arrangement shall bear all charges payable to the transiting carrier(s) for such transit services with respect to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.

3.2.4. EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 3.1

#### 3.3. Direct Interconnection

- 3.3.1. At such time as either Party requests Direct Interconnection as provided in Section 2.3.2, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall place an order for Direct Interconnection Facilities. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities, including testing. If either Party expects that installation will be delayed for reasons beyond their control, the Party causing the delay will notify the other Party of such expected delay and provide the reason for the delay.
- 3.3.2. The Parties agree that the Point of Interconnection (POI) shall be the Intercommunities's end office switch (BFLONDXADS6), unless otherwise mutually agreed by the parties. The Parties shall utilize dedicated transport facilities between the POI and their networks. Additional POIs may be established at locations on the ILEC network by mutual agreement. In selecting an additional POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the additional POI, then the additional POI shall be determined pursuant to the Dispute Resolution provisions of this Agreement.
- 3.3.3. The POI is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between ILEC and CLEC for the exchange of Local/EAS and ISP-Bound traffic. The POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs.
- 3.3.4. The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The Parties will mutually coordinate the provisioning and quantity of trunks. The supervisory signaling specifications, and the applicable network channel interface codes for the Direct Interconnection Facilities, shall be the same as those used for Feature Group D Switched Access Service, as described in ILEC's applicable Switched Access Services tariff.
- 3.3.5. ILEC and CLEC may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and toll traffic. Separate trunks shall be provisioned on the Direct Interconnection Facilities according to Section 4.1 and Section 3.3.2. If CLEC is purchasing a Direct Interconnection Facility of a DS3 or greater capacity, the charges for the Direct Interconnection Facility shall be apportioned based on the jurisdiction of the trunks provisioned on that facility.

#### 4. COMPENSATION FOR CALL TERMINATION AND FACILITIES

##### 4.1. Traffic Termination Compensation

- 4.1.1. This Section 3.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP Bound Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and compensation for Local/EAS Traffic and ISP Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.
- 4.1.2. Compensation for access traffic will be in accordance with each Party's access tariffs. In the event that CLEC does not have a filed access tariff for access service, CLEC agrees to utilize rates that do not exceed ILEC's tariffed access rates.
- 4.1.3. For the purposes of this Agreement, Jurisdiction of IP-Enabled Traffic is determined by the physical location of the End-User Customer originating IP-Enabled Traffic. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 6 of this Interconnection Attachment. IP-Enabled Traffic will be treated as either Local/EAS Traffic or Switched Access Traffic in accordance with the location of the End-User Customer.

##### 4.2. Transport

- 4.2.1. Midcontinent Communications is responsible for the provision of trunking for the exchange of EAS Traffic from the IP designated by Intercommunity. Midcontinent Communications may lease facilities from Intercommunity or an alternate third party provider for the provision of EAS trunking. If a third party's facilities are used, Midcontinent Communications will bear the full cost of leasing such facility. Midcontinent Communications agrees to pay Intercommunity applicable Intrastate Special Access Tariff rates if Intercommunity provides the EAS traffic trunking facility. If Midcontinent Communications' request requires Intercommunity to build new facilities, Midcontinent Communications will bear the full cost of construction. Such costs will be charged on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 4.2.2. If there are any Transit Traffic charges associated with Midcontinent Communications traffic, Midcontinent Communications will be responsible for all transit transport and switching.

4.2.3. If Midcontinent Communications chooses to lease transport from Intercommunity, the same physical facility may be used for transport of separate trunks for EAS, ISP Bound Traffic, and other special access trunks. Charges for the special access transport will be according to Intercommunity's applicable Intrastate Special Access Tariff rates.

## 5. TRUNK TYPES

### 5.1. Local Interconnection Trunks

5.1.1. The Parties will establish local trunk groups for the exchange of Local/EAS Traffic and ISP Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic and ISP Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g. 800, 888) over Local Interconnection Trunks.

5.1.2. If the Parties' originated Local/EAS Traffic and ISP Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

### 5.2. Access Trunks

5.2.1. Access traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from ILEC's respective tariffs will apply to Access Traffic terminated over the Access Trunks.

## 6. ROUTING

6.1. Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

6.2. Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End-User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End-User Customers shall be used to determine the jurisdiction of the Telecommunications Traffic for purposes of determining the appropriate compensation mechanism. Further, for End-User Customers to be considered physically located in the Rate Center such End-User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

- 6.3. Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.
- 6.4. Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900) over the Local Interconnection Trunks.
- 6.5. N11 Codes: Neither Party shall route untranslated N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

## 7. SIGNALING

- 7.1. Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:
  - 7.1.1. CPN that is a dialable working telephone number, that when dialed, will reach the End-User Customer to whom it is assigned, at that End-User Customer's Location.
  - 7.1.2. CPN that has not been altered.
  - 7.1.3. CPN that is not a charged party number.
  - 7.1.4. CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
  - 7.1.5. CPN that is assigned to an active End-User Customer.
  - 7.1.6. CPN that is associated with the Rate Center of the specific End-User Customer Location.

### 7.2. Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the local calls. Signaling information shall be shared between the Parties at no charge to either Party.

7.3. Signaling Parameters:

ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, and Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, etc. All privacy indicators will be honored. Both Parties will use the location routing number (LRN) associated with the originating number to populate the JIP field. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call, in accordance with Section 5.2 and 6.1.

7.4. Facility Sizing: The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent Communications will order trunks in the agreed upon quantities via an Access Service Request.

7.5. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties,

7.6. Equipment Additions: Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Midcontinent Communications', or Intercommunity's internal customer demand.

7.7. N11 Codes: Untranslated N11 codes (e.g., 411, 611, & 911) shall not be sent between Midcontinent Communications' network and Intercommunity's network over the EAS Interconnection Trunk Groups.

7.8. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. The Parties shall list their LRNs associated with the EAS and ISP bound traffic in Exhibit 1. However, both Parties must agree if any new NPA-NXX or LRN will be part of this agreement and update Exhibit 1 accordingly. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8. GRADE OF SERVICE

Each Party will provision their network to provide designed blocking objective of a P.01.

## 9. NETWORK MANAGEMENT

- 9.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Midcontinent Communications and Intercommunity will immediately notify each other of any protective control action planned or executed.
- 9.2. Mass Calling: Midcontinent Communications and Intercommunity will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.
- 9.3. Network Harm: Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:
  - 9.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;
  - 9.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
  - 9.3.3. Inform the other Party of its right to bring a complaint to the Commission or FCC.

## 10. CHARGES, PAYMENT AND BILLING

10.1 Billing: In consideration of the services provided under this Agreement, the Parties shall bill the other party once per month all applicable charges set forth in this agreement.

10.1.1. The Parties shall pay invoices within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day

10.2. Late Payment: The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

## 11. TERM OF AGREEMENT

11.1. This Agreement will commence when beginning on the date the Agreement is approved by the Commission ("Effective Date") and have an initial term for two (2) years. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) 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 or renegotiate a new agreement. In the event of such renegotiations, this Agreement shall remain in effect until such time that a new agreement becomes effective. If the Parties cease to exchange traffic under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice.

11.2. In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination upon sale, Service that had been available under this Agreement and exist as of the end date may continue uninterrupted after the end date at the written request of either Party only under the terms of:

11.2.1. A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

11.2.2. And existing agreement between Intercommunity and another carrier adopted by Midcontinent Communications for the remaining term of that agreement.

## 12. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may a Party hereunder waive any obligations, except by written instrument signed by both Parties.

## 13. AUDIT AND REVIEW

13.1. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement or the jurisdiction of traffic exchanged under this agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

13.2. 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 twelve (12) months in age from the date the monthly bill containing said record information was issued.

#### 14. ASSIGNMENT

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; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without 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 will be binding upon and will inure to the benefit of the Parties' respective successors and assignments.

#### 15. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof. Neither Party will be bound by, if each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other Party in any correspondence or other document or through any course of conduct, and the Party to be bound thereby specifically agrees to such provision in writing.

#### 16. 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.

17. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

18. INDEPENDENT CONTRACTOR

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

19. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

20. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

21. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

22. APPLICABLE AND CHANGE IN LAW

22.1. Applicable Law: The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of North Dakota, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

22.2. 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 of 1996 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 of 1996, any effective legislative action or any effective, final 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.

23. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

24. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

25. CONFIDENTIALITY

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of data about each other's customers and each other's business as a result of this Agreement. Both Parties agree to treat such data as strictly confidential and to use such data only for the purposes of performance under this Agreement. All customer data will be subject to this section, whether or not designated confidential. The foregoing shall not apply to information in the public domain.

26. DISPUTE RESOLUTION

The parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, as to the interpretation of any provision of this Agreement, as to charges for services and facilities furnished under this Agreement or as to the proper implementation of this Agreement, the aggrieved party shall first discuss the default or dispute with the other party and seek resolution prior to taking any action before any court or regulatory body or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall be held among at least senior management level for each party.

In the event that the officers of the parties shall be unable to resolve default or other dispute after 45 days, either Party may request mediation of the dispute by the Commission. If the Commission does not agree to mediate the dispute, the Parties will attempt to appoint a mutually agreeable mediator. If the Parties are unable to resolve the dispute through the mediation process within thirty (30) days of the date that mediation is requested or, in the event that the Commission does not agree to mediate, if the Parties are unable to agree on a mediator within ten (10) days of the date on which the Commission denies the request to mediate, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Each party shall bear its own cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

27. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

28. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

29. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

Midcontinent Communications  
3901 N Louise Ave  
Sioux Falls, SD, 57107

Intercommunity:  
PO Box 8  
58062-0008

Mary Lohnes  
Manager Regulatory Affairs

Keith Andersen  
Manager

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this EAS Service Agreement to be executed on their behalf on the dates set forth below.

Midcontinent Communications

Intercommunity

By:

Nancy A Vogel

By:

Keith Andersen

Name:

Nancy A. Vogel

Name

Keith Andersen

Title:

Its: Director of Revenue  
Assurance By Midcontinent  
Communications Investor, LLC,  
Managing Partner of  
Midcontinent Communications

Title

Chief Executive Officer

Date

12/14/07

Date

12/20/07



**EXHIBIT 1**

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA NXXS

Exchanges in Local Calling Area	Midcontinent Communications NPA -NXX CODES	Intercommunity Telephone NPA-NXX CODES
	701-346	
Buffalo		701-633

NPA NXX -, LNR -, CLLI -

NETWORK INTERCONNECTION AND ROUTING INFORMATION

	Midcontinent Communications	Intercommunity
POI		
LRN (1)	701-346-0000	701-633-0000
Switch CLLI (2)	HORCND01GT0	BFLONDADS6

- (1) Local Routing Number
- (2) Common Language Location Identifier

**Exhibit 2  
Pricing**

		<b>Non- Recurring</b>	<b>Recurring</b>
<b>1.</b>	<b>Transport Rates</b>		
	A. T1 Transport		
	1. Channel Termination/Termination		
	a. T1 Termination	\$600.00	\$150.00
	2. Channel Mileage Facility/Mile		
	a. T1	N/A	
	0-8 miles		\$11.00
	8-25 miles		\$15.00
	25+ miles		\$17.00
	3. Channel Mileage Termination/Termination		
	a. T1	N/A	
	0-8 miles		\$150.00
	8-25 miles		\$200.00
	25+ miles		\$250.00