

Annette Kirschenheiter

From: Harrington, J.G. <JHarrington@dowlohnes.com>
Sent: Friday, February 03, 2012 5:01 PM
To: David Hogue
Cc: pward@zkslaw.com; Jeffcoat-Sacco, Illona; Gruman, Mark E.; Patrick W. Durick; Zachary E. Pelham; ZZVogel, Nancy; ZZLohnes, Mary
Subject: Midcontinent-Missouri Valley (PU-11-697)
Attachments: MVC Section 251(a) interconnection agreement 020312v3 marked.doc; MVC Section 251(a) interconnection agreement 020312v3 clean.doc; Turtle Mountain Facilities Based Amendment 0810 as filed.pdf; Midcontinent-Missouri Valley resale agreement 112904 (as filed).pdf; Turtle Mountain Facilities Based Agreement 0110 as filed.pdf

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Mr. Hogue -

Consistent with the scheduling order in this proceeding, attached is Midcontinent's proposed form of an interconnection agreement between the parties. In addition, and as requested by Missouri Valley, copies of the current resale agreement between the parties and Midcontinent's interconnection agreement with Turtle Mountain Communications are attached. (Please note that the Turtle Mountain agreement consists of an original agreement and an amendment. The amendment was filed, in large part, to reflect an addition to the area covered by the agreement.)

The proposed form of an interconnection agreement is based on the existing resale agreement and Midcontinent's existing facilities-based agreement with North Dakota Telephone Company. We have provided a clean version of this agreement and one that is marked to show changes from the existing resale agreement. Because all of the materials from the NDTC agreement are new, they are shown as changed. We have, however, highlighted certain provisions of the new materials that are significant or that have been changed from the original in the marked version. Those provisions are highlighted in yellow in the marked version.

The following are the significant changes from either the resale agreement or the NDTC provisions, and other provisions that we wanted to highlight for you:

General Terms

Section 1.2 (description of agreement): This section now indicates that the agreement addresses facilities-based interconnection and related issues.

Section 2.2.1 (term of agreement): We propose to make the agreement effective upon approval by the NDPSC. We also have proposed a three year term.

Section 2.4 (payment requirements, disputes, etc.): This provision, which formerly related only to payments due to Missouri Valley, has been modified to be reciprocal.

Section 2.10 (warranties): This provision has been modified to be reciprocal.

Section 2.17 (notices): This provision has been updated with Midcontinent's current information.

Section 2.28 (effect on resale agreement): This is a new section that indicates that the resale agreement is unaffected by this agreement.

Section 3.0 (services provided under the agreement): This section refers to the new attachments and replaces the provisions that set the terms for resale.

59 PU-11-697 Filed: 4/4/2012 Pages: 254
Exhibit 21

Midcontinent Communications



General note: The NDTC agreement refers in multiple locations to NDTC's carrier handbook. We understand that Missouri Valley does not have a carrier handbook, so we have removed those references and, in general, replaced them with references to industry standards or practices. These changes are not highlighted.

Interconnection Attachment

Section 1.3.4 (phantom traffic): This section is not in the NDTC agreement. It was added to address phantom traffic issues.

Section 2.1 (point of interconnection): We have used Missouri Valley's switch as the point of interconnection, consistent with Missouri Valley's proposal in its response to the petition for arbitration.

Section 2.2 (interconnection facilities): The last sentence of this section, which permits the parties to use IP interconnection if they mutually agree to do so, is not in the NDTC agreement. It is not intended to create any obligation to use IP interconnection, but only to permit the parties to adopt IP interconnection at a later date without amending the agreement.

Section 2.4.2 (fiber meet point): This section is in the NDTC agreement, and Midcontinent would prefer to include it here. It does not require fiber meet points, but permits the parties to use them at a later date without amending the agreement.

Section 2.8 (interface types): This section reflects Missouri Valley's proposal in the response to the petition for arbitration to interconnect using an electrical interface at the DS-1 level.

Section 3.2.1 (local traffic compensation): The bracketed language is in the NDTC agreement, and reflects Midcontinent's proposal in the arbitration.

Section 3.2.3 (impact of FCC rules): This section has been added to account for the impact of the FCC's intercarrier compensation order. It applies only when valid and effective rules of the FCC require changes in intercarrier compensation.

Pre-ordering Attachment

General: We note that the provisions governing payment for services related to customers changing carriers under this section are reciprocal, since each party can obtain the same services from the other. This language appears in multiple sections, but is not highlighted.

Local Number Portability Attachment

Section 1.4 (compliance with rules): We have added references to the FCC's recent orders on porting intervals to this provision.

Ancillary Services Attachment

Section 1.1 (911): It is our understanding that the Williston Police Department handles 911 calls in the Williston exchange. If this is incorrect, please modify the bracketed language accordingly.

Section 2 (directory listings): We have used the language in the NDTC agreement. This should be modified to reflect any Missouri Valley requirements. If directory creation and distribution is somebody else's responsibility, we may be able to eliminate this section entirely.

Pricing Attachment

Section B (general charges): We have left the per-hour charges to be completed by Missouri Valley, subject to Midcontinent's agreement. These charges would apply to services performed by either party.

Exhibit 1

Missouri Valley NPA/NXX list: We understand that the highlighted NPA/NXXs are the ones that Missouri Valley has activated in the Williston exchange. Please make any necessary additions, deletions or changes.

Please inform me if you have any questions concerning these documents. Given the timing of this proceeding, we would appreciate receiving a response to the draft in the next two weeks, so that we can work on narrowing any potential issues between the parties.

J.G. Harrington

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SECTION 5.0 – SIGNATURE PAGE

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APPENDIX ATTACHMENT 1 – INTERCONNECTIONA

ATTACHMENT 2 – PRE-ORDERING AND ORDERING

ATTACHMENT 3 – LOCAL NUMBER PORTABILITY

ATTACHMENT 4 – ANCILLARY SERVICES

ATTACHMENT 5 – PRICING

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Section 1.0 - GENERAL TERMS

- 1.1 This Agreement must be filed with the North Dakota Public Service Commission (Commission). Absent Commission action within **90-30 days** of the filing the Agreement will be deemed approved. The Agreement is between Missouri Valley Communications, Inc. (MVC), a North Dakota corporation and Midcontinent Communications a South Dakota General Partnership (Midcontinent).
- 1.2 This Agreement sets forth the terms, conditions and pricing ~~under which MVC will offer and provide to Midcontinent, telecommunications services available for resale for interconnection between MVC and Midcontinent~~ within the Williston, ND exchange in which both Parties are providing local exchange service at that time, and for which MVC is the incumbent local exchange carrier with the State of North Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

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Section 2.0 - TERMS AND CONDITIONS

2.1 General Provisions

2.1.1 Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers. This provision does not limit the liability of either Party for its failure to perform under this agreement.

2.1.2 The Parties shall work cooperatively to minimize third party fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. Blocking of these services may be necessary to minimize fraud.

2.2 Term of Agreement

2.2.1 This Agreement shall become effective in accordance ~~with the time frame set by North Dakota Statute upon approval~~. This Agreement shall be binding upon the Parties for a term of ~~two (2)~~**three (3)** years unless terminated earlier pursuant to Section 2.2.3. It shall remain effective following the initial term on a month-to-month basis until the Parties enter into a successor agreement or the Agreement is terminated pursuant to Section 2.2.3.

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2.2.2 Any Party may request negotiation for a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the initial term and at any time thereafter.

2.2.3 This Agreement shall terminate:

2.2.3.1 Following the expiration of the initial term upon one hundred sixty (160) days prior notice from one Party to the other, provided that the Agreement shall continue in effect until a successor agreement becomes effective.

2.2.3.2 Pursuant to the terms of Section 2.4.2 hereof.

2.2.3.3 Except as otherwise provided in this Agreement, upon fifteen (15) days written notice from one Party, if that Party previously notified the other Party in writing that the other Party was in breach of a material provision of this Agreements, and the other Party failed to correct the breach within thirty (30) days from receipt of written notice and to notify the first Party in writing that the breach has been corrected. If a Party fails to exercise its right to terminate the agreement pursuant to this Section 2.2.3.3 within sixty (60) days of a notice of breach, it shall be required to provide a new notice of breach in accordance with this section 2.2.3.3 before it can terminate the Agreement.

2.3 Proof of Authorization (POA)

2.3.1 Each Party shall be responsible of obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

2.4 Performance

2.4.1 Amounts payable under this Agreement are due and payable within twenty (20) calendar days after bill date. If the payment due date is not a business day, the payment shall be due the next business day.

2.4.2 Except for amounts disputed pursuant to Section 2.4.5 herein, the following shall apply:

2.4.2.1 If payment is not received thirty (30) days from the bill date, ~~MVC-the billing Party~~ may provide written notice to ~~Mideontinent-the billed Party~~ that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ~~MVC-the billing Party~~ does not refuse additional applications for service on the date specified in the notice, and ~~Mideontinent's-the billed Party's~~ noncompliance continues, nothing contained herein shall preclude ~~MVC's-the billing Party's~~ right to refuse additional applications for service without further notice.

2.4.2.2 If ~~Mideontinent-the billed Party~~ fails to make any payment following the notice under Section 2.4.2.1, ~~MVC-the billing Party~~ may, on thirty (30) days

written notice to ~~Mideontinent's the billed Party's~~ designated representative, discontinue the provision of existing services to ~~Mideontinent the billed Party~~ at any time thereafter. Such notice will be sent by certified mail, return receipt requested. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ~~MVC the billing Party~~ does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and ~~Mideontinent's the billed Party's~~ noncompliance continues, nothing contained herein shall preclude ~~MVC's the billing Party's~~ right to discontinue the provision of the services to ~~Mideontinent the billed Party~~ without further notice.

2.4.2.3 If payment is not received within sixty (60) days of the notice under Section 2.4.2.1, ~~MVC the billing Party~~ may terminate this Agreement.

2.4.3 After disconnect procedures have begun, ~~MVC the billing Party~~ shall not accept service orders from ~~Mideontinent the billed Party~~ until all unpaid charges are paid in full in immediately available funds. ~~MVC The billing Party~~ shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ~~MVC the billed Party~~) prior to resuming service to ~~Mideontinent the billing Party~~ after disconnect for nonpayment has occurred.

2.4.4 In the event ~~MVC the billing Party~~ properly terminates the provisioning of any ~~resold~~ services to ~~Mideontinent the billed Party~~ for any reason, and subject to the requirements of the Commission and the FCC, ~~Mideontinent the billed Party~~ shall be responsible for providing any and all necessary notice to its end users of the termination. ~~MVC The billing Party~~ shall not be responsible for providing such notice to ~~Mideontinent's the billed Party's~~ end users unless required by the Commission or the FCC.

2.4.5 Disputes: ~~Mideontinent The billed Party~~ shall, in writing, advise ~~MVC the billing Party~~ of any disputes with respect to billing within forty-five (45) calendar days of the receipt of the invoice and include the specific amount (the "Disputed Amount"), details and reasons for disputing each item. If ~~Mideontinent the billed Party~~ provides written notice of such dispute within thirty (30) days of receipt of an invoice, it shall not be required to pay the Disputed Amount and the provisions of Sections 2.4.2 shall not apply to the Disputed Amount during the pendency of this dispute. The Parties agree to expedite the investigation of any Disputed Amount in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in favor of ~~MVC the billing Party~~, ~~Mideontinent the billed Party~~ shall thereafter pay to ~~MVC the billing Party~~ any unpaid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute. Should the dispute be resolved in favor of ~~Mideontinent the billed Party~~, ~~MVC the billing Party~~ shall pay to ~~Mideontinent the billed Party~~ any paid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute, and shall remove any unpaid Disputed Amount resolved in favor of ~~Mideontinent the billed Party~~ from

~~Mideontinent's the billed Party's~~ invoices. If a Disputed Amount remains unpaid thirty (30) days after final resolution of such dispute, ~~MVC the billing Party~~ may disconnect service to ~~Mideontinent the billed Party~~ upon providing ten (10) days' written notice.

2.5 Taxes

2.5.1 Any federal, state or local taxes including but not limited to sales, use, excise, franchise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever required by law, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to qualify 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. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

2.6 Insurance

2.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and contractual liability with respect to the liability assumed by that Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit. Each Party will provide a certificate of insurance evidencing coverage within 90 days of execution of this Agreement and every year thereafter that this Agreement is in effect.

2.7 Force Majeure

2.7.1 Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather

conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. If affected by a Force Majeure Event, a Party shall give prompt notice to the other Party, and shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the affected Party agrees to provide service to the other Party at a level equivalent to the level the affected Party provides itself.

2.8 Limitation of Liability

2.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to the other Party under this Agreement during the contract year in which the cause accrues or arises.

2.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

2.8.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of a Party's respective agents, subcontractors, or employees.

2.8.4 Nothing contained in this Section shall limit either Party's indemnification obligations pursuant to Section 2.9 of this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.

2.9 Indemnity

2.9.1 Each Party (the Indemnifying Party) agrees to release, indemnify, defend and hold harmless the other Party (the Indemnified Party) and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to,

reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any person or entity, for invasion of privacy, bodily injury or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

2.9.2 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

2.9.3 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

2.9.4 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

2.10 Warranties

~~MVC-EACH PARTY~~ HEREBY STATES AND ~~MIDCONTINENT-THE OTHER PARTY~~ HEREBY ACKNOWLEDGES THERE DOES NOT EXIST ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

2.11 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, except that either Party may assign or transfer this agreement in connection with the acquisition of all or substantially all of the Party by another entity with sixty (60) days written notice to the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

2.12 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute designation of either Party as a legal representative or agent of the other Party, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted in writing by other Party. Except as otherwise expressly provided in this Agreement, neither Party undertakes to perform any obligation of the other Party, whether regulatory or contractual.

2.13 Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

2.14 Nondisclosure

2.14.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans end user customer specific, facility specific, or usage specific information, other than end user customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the other Party at the time of delivery, or by written within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Confidential Information"), shall remain the property of disclosing Party.

2.14.2 Upon termination of this agreement or any time during this Agreement upon request by the disclosing Party, the other Party shall return all tangible copies of Confidential Information, whether written graphic or otherwise.

2.14.3 The receiving Party shall keep the disclosing Party's Confidential Information confidential. In no case shall retail marketing, sales personnel, or strategic planning have

access to such Confidential Information. Each Party shall use the other Party's Confidential Information only in connection with this Agreement.

2.14.4 Each Party agrees that the other Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement and that a disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

2.15 Survival

Any liabilities or obligations by a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

2.16 Controlling Law

This Agreement is made in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

2.17 Notices

Any notices required by or concerning this Agreement shall be in writing sent by certified mail, return receipt requested to MVC, MITS, and Midcontinent at the addresses shown below:

Missouri Valley Communications, Inc.
CEO
P.O. Box 600
Hwy 13 South
Scobey, MT 59263
Phone: 406-783-2200
Fax: 406-783-5283

With copy to:

MITS
P.O. Box 5237
2021 11th Ave. Suite 12
Helena, MT 59604-5237
Phone: 406-443-1940

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Fax: 406-443-2880

And to Midcontinent at the address shown below:

Midcontinent Communications
Mary Lohnes, Regulatory Affairs Manager
~~5001 W 41st Street~~ 3901 N. Louise Avenue
Sioux Falls, SD ~~57106~~ 57107
Phone (605) 357-5459
Fax (605) 339-4419

With copy to:

J.G. Harrington
Dow Lohnes, PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, DC 20036
Phone (202) 776-2818
Fax (202) 776-2222

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Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section.

2.18 Responsibility of Each Party

Each Party is an independent contractor with respect to the other party, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

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2.19 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other person. This Agreement will not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

2.20 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Neither Party may use the other Party's logo or any other symbol or language for which the other Party has trademark or copyright protection.

2.21 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

2.22 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and in effect all permits, licenses, certificates, and other authorizations needed to perform obligations hereunder.

2.23 Compliance with the Communications Assistance Law Enforcement Act of 1994

Each Party represents and warrants that any equipment, facilities or services provided under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance.

2.24 Cooperation

The Parties agree that this Agreement involves the provision of MVC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, and provisioning.

2.25 Amendments

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing the desired amendment and proposed language changes. This

Agreement can only be amended in writing, executed by duly authorized representatives of the Parties.

2.26 Entire Agreement

This Agreement constitutes the entire agreement between MVC and Midcontinent and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

2.27 Dispute Resolution

2.27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 2.27 shall be the preferred, but not the exclusive remedy for all disputes between MVC and Midcontinent arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 2.27 shall limit the right of either Party, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 2.27. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

2.27.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted on an informal basis. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

2.27.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 2.27.3.1. In any case, the arbitration

proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 2.27. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute.

The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

2.27.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its end user customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 2.27.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

2.27.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. MVC and Midcontinent shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either MVC or Midcontinent may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between MVC and Midcontinent, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

2.27.4 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

2.27.5 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

2.27.6 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 2.14 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide prior written notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

2.27.7 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

2.27.8 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

2.27.9 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

2.27.10 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

2.27.11 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the

misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

Section 2.28 Effect on Resale Agreement

The Resale Agreement between the Parties dated November 29, 2004 remains in effect according to its terms.

Section 3.0 - ~~RESALE~~SERVICES PROVIDED UNDER THIS AGREEMENT

3.1 Interconnection

Interconnection shall be governed by Attachment 1 to this Agreement.

3.2 Pre-Ordering and Ordering

Pre-ordering and ordering shall be governed by the terms of Attachment 2 to this Agreement.

3.3 Local Number Portability

Local number portability shall be governed by the terms of Attachment 3 to this Agreement.

3.4 Ancillary Services

Ancillary services shall be governed by the terms of Attachment 4 to this Agreement.

3.5 Pricing

Pricing shall be governed by the terms of Attachment 5 to this Agreement.

3.1 — Description

~~3.1.1— MVC shall offer to Midecontinent for resale at wholesale rates any Telecommunications Services tariffed with the Commission that it provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement. Appendix A lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.~~

~~3.1.2— Upon request by MVC, Midecontinent shall make its Telecommunications Services available to MVC for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.~~

3.2 — General Provisions

~~3.2.1 Residential services and Lifeline/Link-up services are available only to the same class of end user eligible to purchase these services from MVC. Universal emergency number service is not available for resale.~~

~~3.2.2 Non-Telecommunications Services, including but not limited to inside wiring and maintenance, CPE, ADSL, and directory listing charges are not available for resale under this Agreement unless MVC in its sole discretion decides to make the services available. If MVC at its sole discretion provides non-regulated services to Midcontinent for resale, said services shall be resold to Midcontinent according to terms and conditions established by MVC.~~

~~3.2.3 Telecommunications Services provided directly to Midcontinent for its own use and not resold to end users must be identified by Midcontinent as such, and Midcontinent will pay MVC retail prices for such services.~~

~~3.2.4 Resold services are available only where adequate facilities currently exist that are capable of providing such services without construction of additional facilities or enhancement of existing facilities, except to the extent that MVC would provide such additional construction or enhancement had the end user chosen not to move service to Midcontinent and that Midcontinent pays MVC's standard charges for such construction or enhancement.~~

~~3.2.5 Midcontinent has no right to the telephone number or any other call number designation associated with services furnished by MVC. MVC reserves the right to change telephone numbers if necessary as a result of regulatory requirements or safety concerns.~~

~~3.2.6 Discontinuance of end user service for cause.~~

~~3.2.6.1 The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If MVC receives other evidence giving reasonable cause to believe that such service is being used or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.~~

~~3.2.6.2 MVC reserves the right to suspend or discontinue service to an end user in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance of the rules and regulations of the MVC Local Exchange Tariff.~~

~~If MVC discontinues, suspends or denies service pursuant to this Section 3.2.6, MVC will provide notice to Midcontinent of such discontinuance or denial.~~

3.2.7—MVC accepts no responsibility for any unlawful act committed by Midecontinent or its end users as part of providing service to Midecontinent for purposes of resale or otherwise.

3.2.8—MVC is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Midecontinent or its end users. Law enforcement agency subpoenas and court orders regarding the end users of Midecontinent will be directed to Midecontinent. MVC shall be entitled to bill Midecontinent for any cost associated with complying with any requests by law enforcement agencies regarding Midecontinent or Midecontinent's end users that MVC does not recover from law enforcement agencies. MVC will determine whom to bill for these costs. If MVC provides such assistance in response to a request from Midecontinent, it shall be entitled to bill Midecontinent for any cost associated with providing such assistance.

3.2.9—MVC will accept at no charge one primary listing for each main telephone number belonging to Midecontinent's end user customer based on end user information provided to MVC by Midecontinent. MVC will place Midecontinent's listings in the MVC directory and will make listings available to directory publishers and other third parties. MVC reserves the right to charge Midecontinent for subsequent changes to directory listing information at MVC's Tariffed rates.

3.2.10—Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by MVC with respect to Midecontinent end user accounts will be returned to the IXC as unbillable, and will not be passed on to Midecontinent for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by MVC.

3.2.11—MVC shall continue to have the right to serve and market directly to any end user within MVC's service area, including but not limited to Midecontinent's end users. MVC shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with Midecontinent's end users.

3.2.12—The circuits, facilities or equipment provided by any person or entity other than MVC and use, operation, maintenance or installation thereof shall not:

3.2.12.1—interfere with or impair MVC's business operations including but not limited to providing service over MVC's facilities or those of MVC's affiliates, or connecting and concurring carriers;

3.2.12.2—cause damage to MVC's plant;

~~3.2.12.3 — impair the privacy of any communications of MVC or its customers; or~~

~~3.2.12.4 — create hazards to any MVC employees or the general public.~~

~~3.2.13 Facilities and/or equipment utilized by MVC to provide service to Midcontinent shall remain the property of MVC.~~

~~3.2.14 All costs incurred by MVC for providing services to Midcontinent that are not covered in the MVC tariffs or in this Agreement shall be recovered from Midcontinent. MVC shall attempt to provide advance written notice to Midcontinent if MVC expects costs to exceed \$500. MVC may not always be able to provide such notice in the event of unexpected expenses.~~

~~3.2.15 The rates applicable to Midcontinent for purchase of services from MVC for resale shall be the retail rate for the telecommunications services as provided in MVC's applicable Local Exchange Tariff less the wholesale discount listed in Appendix A.~~

~~3.2.16 Directory assistance and operator handled service are available through a third party provider. These services are not directly provided by MVC and will not be discounted.~~

~~3.2.17 Prior to placing any orders for services under this Agreement, the Parties will jointly complete MVC'S "New Customer Questionnaire."~~

~~3.2.18 MVC shall provide to Midcontinent, for Midcontinent's end users, E911/911 call routing to the appropriate public safety answering point (PSAP). MVC shall not be responsible for any failure of Midcontinent to provide accurate end user information for listings in any databases in which MVC is required to retain and/or maintain such information. MVC shall provide Midcontinent's end user information to the Automatic Location Identification/Database Management System (ALI/DMS).~~

~~3.3 — Reseller Responsibilities~~

~~3.3.1 — Midcontinent will be the customer of record for all services purchased hereunder from MVC. MVC will take service orders from, bill and collect payment from Midcontinent for all services purchased pursuant to this Agreement. Midcontinent alone, not Midcontinent's agents or third parties hired by Midcontinent will be MVC's single point of contact for all services purchased pursuant to this Agreement. MVC will accept a request from another local service provider for conversion of the end user's service from Midcontinent to the other local service provider in accordance with applicable requirements of the FCC and the Commission.~~

~~3.3.2 — Midcontinent shall resell telecommunications services only to the same class of customers to which MVC sells the services; e.g. residential service may not be resold to business customers. Except where explicitly provided in the MVC Local Exchange~~

Tariff or where MVC otherwise permits such use, Midecontinent shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single line service.

3.3.3—Midecontinent shall not use resold local exchange telephone service to provide access services to interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.

3.3.4—All necessary information with respect to an end user, including telephone number, requested service dates, and products and services desired will be provided to MVC by Midecontinent in accordance with the practices and procedures established by MVC.

3.3.5—Midecontinent shall not interfere with the right of any person or entity to obtain service directly from MVC.—

3.3.6—If MVC determines that an unauthorized change in local service by a local service provider has occurred, MVC will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.

3.3.7—To the extent allowable by law, Midecontinent shall be responsible for primary interexchange carrier (PIC) change charges associated with such local exchange line and trunks. Midecontinent shall pay for PIC changes at the tariffed rate.

3.3.8—Midecontinent is solely responsible for the payment of charges for all services furnished under this Agreement.

3.3.9—MVC shall not be responsible for the manner in which the use of Telecommunications Services or the associated charges are billed to others by Midecontinent.

3.3.10—If Midecontinent does not wish to be responsible for toll, collect, third number billed, 900 calls, last call return, caller originated trace, directory assistance inquiries, operator assistance charges Midecontinent must order blocking services as outlined in the MVC Local Exchange Tariff and pay any applicable charges.

3.3.11—Midecontinent shall be responsible for providing to its end users, and to MVC a telephone number or numbers that Midecontinent end users can use to contact Midecontinent in the event of service or repair requests.

3.4—Establishment of Service

3.4.1—Midecontinent will provide MVC with the necessary documentation to enable MVC to establish a master account for Midecontinent.

3.4.2—Service orders will be submitted in the format designated by MVC. The format shall conform to the formats adopted by the Ordering and Billing Forum or shall require only the information necessary for MVC to process an order, including customer-identifying information, services requested and the date on which service is to commence, be changed or be discontinued.

3.4.3—When MVC receives a properly completed service order from Midcontinent that a customer is subscribing to Midcontinent's services, standard service order intervals for the appropriate class of service will apply.

3.4.4—Except as required by applicable laws or rules, MVC will not require end user confirmation prior to establishing service for Midcontinent's end user customers. Midcontinent must, however, be able to demonstrate lawful end user authorization upon request.

3.4.5—At Midcontinent's request, MVC will provide to Midcontinent's customers per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk, to the extent that MVC provides such blocking capabilities to its customers and to the extent required by law. A nonrecurring charge will apply for any changes.

3.4.6—When ordering Telecommunications Services via a service order, Midcontinent may order from MVC separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis. MVC will accept PIC change orders from Midcontinent for Midcontinent's end users. PIC change fees will not be discounted.

3.4.7—MVC based on a credit check, may require Midcontinent to provide MVC a security deposit to ensure payment of Midcontinent's account.

3.4.7.1 Such security deposit shall be a cash deposit or other form of security acceptable to MVC. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.4.7.2 If MVC determines that a security deposit is required prior to the activation of service, it shall provide notice to Midcontinent within fifteen (15) days following Commission approval of this agreement.

3.4.7.3 The provision of a security deposit does not relieve Midcontinent from complying with MVC's regulations as to prompt payment of bills on presentation and does not constitute a waiver or modification of the provisions of Section 2.4.2.

3.4.7.4 MVC reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In no event shall the deposit exceed twice the highest amount of any previous invoice. MVC shall reduce or eliminate any deposit in accordance with its standard policies governing such deposits after satisfactory credit is established, and shall refund the excess deposit including interest accrued within forty-five (45) days after determining that the deposit should be reduced or eliminated.

3.4.7.5 In the event this Agreement is terminated by MVC any security deposits will be applied to Midecontinent's account and MVC may pursue any other remedies available by law. To the extent the security deposit exceeds the amounts owed by Midecontinent, MVC will refund the excess including any interest accrued within one hundred and twenty (120) days after termination of the Agreement.

3.4.7.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate MVC tariff shall be paid to Midecontinent during the possession of the security deposit by MVC. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Midecontinent by the accrual date.

3.5 Maintenance of Service

3.5.1 MVC's facilities and equipment provided by MVC shall be maintained solely by MVC or its agent.

3.5.2 Midecontinent or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by MVC without the written consent of MVC.

3.5.3 Midecontinent shall promptly notify MVC of any situations that arise that may result in a service problem.

3.5.4 Midecontinent will be MVC's single point of contact for all repair calls on behalf of Midecontinent's end users with respect to Telecommunications Services.

3.5.5 Midecontinent will contact MVC's repair center in accordance with procedures established by MVC. Midecontinent will refer repair calls to MVC by telephone.

3.5.6 For all repair requests, Midecontinent shall adhere to MVC's prescreening guidelines mutually agreed upon prior to referring the trouble to MVC.

3.5.7 For purposes of this Section, Telecommunications Services is considered restored or a trouble resolved when the quality of Telecommunications Services is equal to that provided before the outage or the trouble occurred.

3.5.8 MVC will bill Midecontinent for handling troubles that are found not to be in MVC's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what MVC charges to its retail customers for the same services.

3.5.9 MVC Maintenance of Service Charges, when applicable, will be billed by MVC to Midecontinent, and not to Midecontinent's end-user customers.

3.5.10 MVC technicians will be dispatched to Midecontinent customer premises pursuant to a repair request being received from Midecontinent.

3.5.11 If trouble cannot be cleared without access to Midecontinent local customer's premises and the customer is not at home, the MVC technician will leave at the customer's premises a "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.

3.5.12 MVC will perform testing (including trouble shooting to isolate any problems) of Telecommunications Services purchased by Midecontinent in order to identify any new circuit failure performance problems.

3.5.13 MVC reserves the right to contact Midecontinent's end-users, if deemed necessary, for maintenance purposes.

3.6 Discontinuance of Service

3.6.1 End User Disconnect Procedures

3.6.1.1 At the request of Midecontinent, MVC will disconnect a Midecontinent end user customer.

3.6.1.2 All requests by Midecontinent for denial or disconnection of an end user for nonpayment must be provided to MVC in writing in the manner and format prescribed by MVC.

3.6.1.3 Midecontinent will be solely responsible for notifying the end user of the proposed disconnection of service.

3.6.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Midecontinent.

3.6.1.5 MVC may report annoyance calls to Midecontinent when it is determined that annoyance calls are originated from one of Midecontinent's end-user's locations. MVC shall be indemnified, defended and held harmless by Midecontinent against any claim, loss or damage arising from providing this information to Midecontinent. It is the responsibility of Midecontinent to take the corrective action necessary with its customers who make annoying calls. Failure

to do so may result in MVC's disconnecting the end user's service. If either party disconnects a customer pursuant to this Section 3.6.1.5 (Midecontinent via instructions to MVC to disconnect service or MVC acting without instructions from Midecontinent), the other Party shall be indemnified, defended and held harmless by the disconnecting Party against any claim, loss or damage arising from a claim of wrongful disconnection.

3.7—Billing and Payments

3.7.1—Pursuant to this Agreement, MVC shall bill Midecontinent those charges, which Midecontinent incurs as a result of Midecontinent purchasing Telecommunications Services from MVC.

3.7.2—MVC shall provide Midecontinent a monthly bill including all charges incurred by and credits and/or adjustments due to Midecontinent for the Telecommunications Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by MVC to Midecontinent will include:

3.7.2.1 All non-usage sensitive charges which are billed in advance and usage sensitive charges which are billed in arrears;

3.7.2.2 Any previously unbilled non-usage and usage sensitive charges for prior periods; and

3.7.2.4 MVC will also bill to Midecontinent all other charges, including but not limited to 911 and E911 fees, telecommunications relay charges, subscriber line charges, local number portability charges and applicable taxes.

3.7.3—Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due MVC from the Interexchange Carrier.

3.7.4—All end user common line (EUCL) charges, subscriber line charges (SLC), Local Number Portability (LNP) or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

3.7.5—Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

3.7.6—MVC will render bills each month on established bill days

3.7.7—If Midcontinent requests an additional copy(ies) of a bill, Midcontinent will pay MVC a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

3.7.8—Payment of all charges will be the responsibility of Midcontinent. MVC is not responsible for payments not received by Midcontinent from Midcontinent's customer. MVC will not become involved in billing disputes that arise between Midcontinent and its customer. Payments made to MVC, as payment on account, will be credited to an accounts receivable master account and not to an end-user's account. MVC will not accept payments from Midcontinent's customers to apply on Midcontinent's account.

3.8—Customer Billing Data

3.8.1—End user billing data will be provided according to MVC practices and procedures. Usage data with respect to end users who have subscribed to a local measured service will be provided by MVC to Midcontinent when the end user has been transferred to Midcontinent, and Midcontinent purchases Telecommunications Services from MVC.

3.8.2—MVC will bill and Midcontinent will pay the applicable charges for usage data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

Section 4.0 - DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms maybe defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

“**Agreement**” refers to the resale agreement signed by both parties.

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

“**Confidential Information**” has the meaning set forth in Section 2.14 of this Agreement.

“**Parties**” means MVC or Midcontinent collectively.

“**Party**” means either MVC or Midcontinent as applicable.

“**Tariff**” as used throughout this Agreement refers to the MVC North Dakota tariff filed with the Commission.

“Telecommunications Service(s)” means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, “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 sent and received.

“Work Locations” means any real estate that MVC or Midcontinent owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Section 5.0 - SIGNATURE PAGE

By Signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

Midcontinent Communications
Investor, LLC, Managing Partner
Midcontinent Communications

Missouri Valley Communications, Inc.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

GLOSSARY

1. General Rule

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 agreement 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:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

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2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

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2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

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2.9 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

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2.10 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with MVC.

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2.11 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

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2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

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2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

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2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between Midcontinent's switch (or its equivalent) and MVC's switch.

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2.15 END OFFICE SWITCH OR END OFFICE.

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

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2.16 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.17 END USER CUSTOMER LOCATION

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

Means the geographic area that has been identified by MVC for its provision of Telephone Exchange Service.

2.19 FCC.

The Federal Communications Commission.

2.20 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, MVC is an ILEC.

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.23 INTERCEPT MESSAGE

An Intercept Message is an announcement on the abandoned telephone number which provides the Customer's new number or other appropriate information.

2.24 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA.

2.25 INTERNET PROTOCOL CONNECTION

The IPC is the connection between the Internet Service Provider (ISP) and the customer where end user information is originated or terminated utilizing internet protocol.

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2.26 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

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2.27 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) that is physically located in an area within the local/EAS exchange of the originating End User Customer. A call placed on a non-local basis (e.g., a toll call or an 8YY call) to an ISP shall not be treated as ISP-Bound Traffic, and the rates, terms and conditions for intraLATA and/or interLATA calling shall apply to such calls, including without limitation rating and routing according to the terminating party's interstate or intrastate exchange access tariffs. IP-Enabled Traffic is not ISP-Bound Traffic.

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2.28 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

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2.29 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

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2.30 LOCAL NUMBER PORTABILITY (LNP)

LNP is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

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2.31 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases used by MVC and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by MVC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

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2.32 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

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2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

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2.34 LOCAL/EAS TRAFFIC.

Any call dialed on a local basis that originates from an End User Customer in one exchange and terminates to an End User Customer in either the same exchange, or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in MVC's tariff. The exchanges and NPA-NXX of each Party in the MVC tariff are listed in Exhibit I. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP.

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2.35 NEW SERVICE PROVIDER (NSP).

When an End-User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

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2.36 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

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2.37 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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2.38 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

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2.39 OLD SERVICE PROVIDER (OSP).

When an End-User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End-User Customer is disconnecting.

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2.40 POINT OF INTERCONNECTION (POI).

The physical location(s) within MVC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

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2.41 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by MVC as being associated with a particular NPA-NXX code, which has been assigned to MVC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the MVC Exchange Area as defined by the Commission.

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2.42 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by MVC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the MVC Exchange Area as defined by the Commission.

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2.43 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). MVC and Midcontinent currently utilize this out-of-band signaling protocol.

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2.44 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

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2.45 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

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2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on Midcontinent's network, and is transported through an MVC Tandem to the Central Office of a Midcontinent, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant MVC Tandem to which Midcontinent delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

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2.47 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

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2.48 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

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2.49 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" 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.

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2.50 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" means Telecommunications Service traffic exchanged between an ILEC and a Telecommunications Carrier other than a CMRS provider, except for Telecommunications Service traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

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2.51 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.

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2.52 VOIP or IP-ENABLED TRAFFIC.

VoIP means voice over Internet Protocol, which includes any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on IPC.

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Interconnection Attachment

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1. General

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between MVC and Midcontinent for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End-User Customer of one Party and is terminated to an End-User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area.

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1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

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1.3 Rate Arbitrage

1.3.1 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.

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1.3.2 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.

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1.3.3 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 MVC, Midcontinent shall be required to obtain any applicable

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records of any customer or other third party utilizing Midcontinent's interconnection with MVC. 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.

1.3.4 The parties shall work cooperatively to identify and minimize phantom traffic, calls for which identifying information is missing or masked in ways that frustrate intercarrier billing, or other unclassified traffic, and to ensure proper billing information for all traffic exchanged between the Parties consistent with industry standards.

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2. Physical Connection

2.1 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at MVC's switch (WLSTNDBCDS0).

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2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275. The parties may connect using Internet Protocol if they mutually agree to do so.

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2.3 MVC and Midcontinent may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic and toll traffic. Toll traffic will be provisioned on separate trunk groups within the same facility as Local/EAS Traffic and ISP-Bound Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction.

2.4 Physical Interconnection

2.4.1 Trunk Types

2.4.1.1 Local Interconnection Trunks

2.4.1.1.1 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

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codes (e.g. 800, 888) over Local Interconnection Trunks.

2.4.1.1.2 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

2.4.1.2 Access Trunks

2.4.1.2.1 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 MVC's respective tariffs will apply to Access Traffic terminated over the Access Trunks.

2.4.2 Fiber Meet Point [Optional]

2.4.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an point of interconnection. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.4.2.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, Midcontinent and MVC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic and ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. Midcontinent's fiber optic transmission equipment must be compatible with MVC's equipment. Each Party reserves the right to determine the equipment it employs for service.

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2.4.2.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.

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2.4.2.4 The Parties shall mutually agree upon a Fiber Meet Point on the MVC network within the borders of the MVC Williston Exchange Area. The Parties shall deliver its fiber optic facilities to the Fiber Meet Point. MVC shall make all necessary preparations to receive, and to allow and enable Midcontinent to deliver, fiber optic

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facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

2.4.2.5 Midcontinent shall deliver and maintain its fiber strands wholly at its own expense. Upon request by Midcontinent, MVC shall allow Midcontinent access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

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2.4.2.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of its own fiber optic transmission system.

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2.4.2.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

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2.5 Facility Sizing

The Parties will mutually agree on the appropriate sizing of the interconnection and transport facilities. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").

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2.6 If Midcontinent's request requires MVC to build new facilities (e.g. installing new fiber or additional electrical trunks) to be used by Midcontinent, Midcontinent will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

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2.7 The Midcontinent shall be responsible for establishing 911 trunks with the designated 911 vendor. Midcontinent may purchase transport for such 911 trunks from MVC subject to applicable MVC tariff rates.

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2.8 Interface Types:

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The initial interface will be electrical and at the DSI level. Any changes to the interface type will be mutually agreed upon by the Parties.

2.9 Programming:

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It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG. Each Party will program the numbers of the other Party in accordance with industry standard intervals, including without limitation the requirements of the Central Office Code Assignment Guidelines adopted by the Industry Numbering Committee of the Alliance for

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Telecommunications Industry Solutions, document number INC-95-0407-008, as revised.

2.10 Equipment Additions:

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Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1 Facilities Compensation

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3.1.1 For Direct Interconnection Facilities, Midcontinent may utilize a Fiber Meet Point, lease facilities from MVC or lease facilities from a third party to reach the POI.

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3.1.2 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI. Each party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

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3.1.3 If Midcontinent chooses to lease Direct Interconnection Facilities from the MVC to reach the POI, Midcontinent shall compensate MVC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with MVC's network at the rates contained in the applicable MVC tariff.

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3.1.4 If Midcontinent utilizes a switch outside the MVC's territory and MVC chooses to purchase dedicated or common (shared) transport from Midcontinent for transport and termination of MVC originated traffic, MVC will pay Midcontinent for no more than the airline miles between the V & H coordinates of the POI within or at the border of the MVC's serving area boundary where Midcontinent receives the MVC-originated traffic and the V & H coordinates of the MVC Exchange rate center area that the Midcontinent terminating NPA/NXX is associated within the same LATA. For these situations, MVC will compensate Midcontinent at dedicated transport rates specified in the MVC applicable tariff and based upon the functions provided by Midcontinent as defined in this Attachment.

3.1.5 In the event that Midcontinent elects to offer service within MVC's serving area using a switch located outside MVC's serving area,

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Midcontinent agrees to provide the interconnection facility for both Parties' traffic outside MVC's contiguous serving area in which Midcontinent offers service, at no charge to MVC. Consistent with the requirements of Section 3.1.4, MVC will not compensate Midcontinent for the shared interconnection facility beyond the POI in MVC's contiguous serving area in which Midcontinent offers service.

3.1.6 In the event MVC is required to modify its network to accommodate the interconnection request made by Midcontinent, Midcontinent agrees to pay MVC reasonable cost-based charges for modifications, provided that rates under an accepted tariff shall be deemed cost based and that MVC shall not be required to perform a cost study. In accordance with Section 3.1.2, if Midcontinent uses a third party network provider to reach the POI, Midcontinent will bear all third party carrier charges for facilities and traffic in both directions.

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3.2 Traffic Termination Compensation

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3.2.1 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.]

3.2.2 Compensation for access traffic will be in accordance with each Party's access tariffs. In the event that Midcontinent does not have a filed access tariff for access service, Midcontinent agrees to utilize rates that do not exceed MVC's tariffed access rates.

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3.2.3 Compensation under this Section 3.2 shall be adjusted to conform with the requirements of the rules of the FCC concerning intercarrier compensation. For avoidance of doubt, this Agreement is not intended to supersede any requirements concerning rates for intercarrier compensation that would be applicable in the absence of an interconnection agreement between the Parties.

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3.3 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 5 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 as determined pursuant to this Section 3.3 and Section 4.2.

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3.4 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local/EAS Traffic and ISP-bound Traffic, including but not limited to inter-office facilities, access traffic, wireless traffic, and IP-PSTN Traffic or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the billing arrangement described in this Section.

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3.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

4. Routing

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

4.2 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 outside the Rate Center Area with which the NPA/NXX is associated, the 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.

4.3 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.

4.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900) over the Local Interconnection Trunks.

4.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

5. Signaling

5.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:

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5.1.1 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.

5.1.2 CPN that has not been altered.

5.1.3 CPN that is not a charged party number.

5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.

5.1.5 CPN that is assigned to an active End-User Customer.

5.1.6 CPN that is associated with the Rate Center of the specific End-User Customer Location.

5.2 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.

5.3 Signaling Parameters:

MVC and Midcontinent 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 4.2 and 5.1.6.

5.4 Grade of Service:

Each Party will provision its network to provide a designed blocking objective of a P.OI.

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6. Network Management:

6.1 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. Midcontinent and MVC will immediately notify each other of any protective control action planned or executed.

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6.2 Mass Calling:

Both Parties 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.

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6.3 Network Harm:

Neither Party will use any service related to or 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:

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6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;

6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

7. Proper Classification of Traffic

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- 7.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Parties' obligations under the Agreement to properly classify traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.
- 7.2 If the terminating Party determines in good faith in any month that any traffic originated by the other Party is classified by the other Party as traffic subject to the compensation rate for Local Traffic or EAS (mandatory or optional) traffic by the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:
- 7.2.1 The terminating party will notify the originating Party as soon as traffic has been incorrectly classified has been identified. Within one hundred eighty days (180) days of the end of the billing period for the affected traffic, the terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;
- 7.2.2 The originating Party shall correct the classification for any traffic that was misidentified or unidentified and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or a true-up amounts for the previous 12 months for traffic already billed and paid; and
- 7.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 8 or 9 of this Attachment, as appropriate.
- 7.2.4 In the event the originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its dispute within sixty (60) days of notification under 7.1.1 and providing all documentation that is the basis for originating Party's challenge of the terminating Party's claim. If the parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

8. Unclassified Traffic

- 8.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, may be properly transmitted without all Traffic Identifiers. In such instances, the Parties agree that such traffic shall be considered "Unclassified Traffic" if it can be affirmatively demonstrated that the missing Traffic Identifiers were not stripped, altered, modified, added, deleted, changed, and/or

incorrectly assigned by the Party transmitting the traffic or with that Party's knowledge or consent. Otherwise, the traffic shall be considered Misclassified Traffic as described below.

8.2 If the percentage of traffic transmitted over Direct Interconnection Facilities under this Agreement with accurate Traffic Identifiers including CPN and JIP in a given month is greater than or equal to 95%, any remaining calls (those transmitted without accurate Traffic Identifiers) transmitted over those Facilities will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. If, however, the percentage of Local Termination Traffic transmitted with accurate Traffic Identifiers (including for this purpose any Misclassified Traffic) in a given month falls below 95%, the Originating Party agrees to pay the terminating Party's intrastate access rates for all Unclassified Traffic transmitted over Direct Interconnection Facilities for the applicable month.

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8.3 Subject to Section 4.3, the following provisions shall apply traffic transmitted from one Party to the other Party via facilities of other carriers:

8.3.1 Traffic that is transmitted in a given month with accurate Traffic Identifiers including CPN and JIP shall be billed at rates consistent with the classification of that traffic.

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8.3.2 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is less than 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement during that month.

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8.3.3 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is greater than or equal to 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 shall be billed at the terminating Party's intrastate access rates.

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8.3.3.1 This Section 8.3.3 shall not apply to traffic not subject to Section 8.3.1 if the transmitting Party uses the facilities of other carriers to transmit traffic because the direct interconnection facilities dedicated to the transmitting Party's traffic by the receiving Party experienced blocking greater than that permitted in Section 5.4 of this attachment due to lack of sufficient capacity and/or trunks to accept all of the transmitting Party's traffic, and in such cases Section 8.3.2 shall apply to all traffic transmitted via the facilities of other carriers.

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8.3.3.2 Section 8.3.3.1 shall not apply if the transmitting Party is responsible for ordering affected facilities from the receiving Party and failed to order sufficient capacity to accommodate its traffic requirements.

8.3.4 For avoidance of doubt, traffic carried by an end user's preferred interexchange carrier shall not be considered traffic transmitted via the facilities of other carriers. Such traffic shall be subject to access charges to be paid by the interexchange carrier in accordance with applicable regulatory requirements.

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9. Misclassified Traffic

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9.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Traffic Identifiers stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.

9.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.

9.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

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**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1. Pre-Ordering

1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.

1.2 Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment.

1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. MVC and Midcontinent will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with industry standards as set by the Alliance for Telecommunications Industry Solutions via paper copies of End User Customer record information.

1.4 Each Party will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC, including without limitation Section 222 of the Act and the FCC's rules in 47 C.F.R. Part 64, subpart U and any successor provisions. Each Party reserves the right to audit the other Party's access to End User Customer record information for customers of the auditing Party. If an audit of access to End User Customer record information reveals that the audited Party is accessing End User Customer record information without having obtained the proper LOA, the auditing Party, upon reasonable notice to the audited Party, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. Ordering

2.1 Midcontinent agrees to comply with industry standards as set by the Alliance for Telecommunications Industry Solutions, which are incorporated by reference in this Agreement, and as amended from time to time.

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2.2 Ordering

Each Party shall place orders for services by submitting a local service request (“LSR”) to the other Party. The Party that receives the order shall bill the ordering Party a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”).

2.2.1 The Party that receives the order will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3 Provisioning

2.3.1 Each Party shall provision services during its regular working hours. To the extent a Party requests provisioning of service to be performed outside of regular working hours, or the work so requested requires the provisioning Party’s technicians or project managers to work outside of regular working hours, overtime charges shall apply.

2.3.2 Cancellation Charges. If the ordering Party cancels an LSR any costs incurred by the Party that receives the order in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.

2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by a Party, expedited charges will apply for intervals less than the standard interval. The charges as outlined in the Pricing Attachment will apply as applicable.

2.3.4 Order Change Charges. If the ordering Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge will be paid by the ordering Party in accordance with the Pricing Attachment.

2.3.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party’s plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party’s NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party’s NID enclosures.

2.4 Maintenance and Repair

2.4.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. MVC and Midcontinent agree to adhere to standard industry procedures for maintenance and repair.

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2.4.2 If one Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by the other Party to confirm the working status.

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2.5 Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

3. Miscellaneous

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3.1 Customer Transfer.

3.1.1 Service orders will be in a standard format designated by MVC.

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3.1.2 When notification is received from Midcontinent that a current End User Customer of MVC will subscribe to Midcontinent's service, standard service order intervals for the appropriate class of service will apply.

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3.1.3 Midcontinent will be the single point of contact with MVC for all subsequent ordering activity resulting in additions or changes to services except that MVC will accept a request directly from the End User for conversion of the End User Customer's service from Midcontinent to MVC.

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3.1.4 If the Old Service Provider ("OSP") determines that an unauthorized change in local service to the New Service Provider ("NSP") has occurred, the OSP will reestablish service with the appropriate local service provider and will assess the NSP as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable MVC tariff will also be assessed to the NSP. These charges can be adjusted if the NSP provides satisfactory proof of authorization.

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3.2 Misdirected Calls.

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3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

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3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

3.3 Letter of Authorization.

3.3.1 MVC will not release the Customer Service Record (CSR) containing CPNI to Midcontinent on MVC's End User Customer accounts unless Midcontinent first provides to MVC a written Letter of Authorization (LOA). MVC shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent authorizing the release of such information to Midcontinent.

3.3.2 An LOA will be required before MVC will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from MVC or from a local service provider other than Midcontinent. MVC shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent.

3.3.3 Midcontinent and MVC shall each execute a blanket letter of authorization with respect to End User Customer requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

3.4 Pending Orders.

Orders placed in the hold or pending status by Midcontinent will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Midcontinent shall be required to submit a new service request. Incorrect or invalid requests returned to Midcontinent for correction or clarification will be held for thirty (30) calendar days. If Midcontinent does not return a corrected request within thirty (30) calendar days, MVC will cancel the request.

3.5 Neither MVC nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with industry-standard intervals and applicable rules of the FCC.

3.7 Contact Numbers.

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance with each Party's standard procedures. Each Party will make a reasonable effort to notify the other Party when a trouble ticket has been closed. After making a reasonable effort to contact the Party reporting trouble to request additional information or to request authorization for additional work deemed necessary, if the other Party is

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unsuccessful in obtaining information or authorization, the other Party will place trouble tickets in delayed maintenance status.

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

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1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User Customer porting the telephone number. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.

1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.

1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.

1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines; the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order and Further Notice of Proposed Rulemaking, FCC 09-41, released May 13, 2009; and the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order, FCC 10-85, released May 20, 2010.

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1.5 Service Management System (SMS) Administration.

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The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.

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1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

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1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. MVC and Midcontinent shall permit End User Customers who port a portion of the DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

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1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts (“CHC”), the New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Old Service Provider (OSP) will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked any time during the day on the due date but OSP must notify NSP when completed.

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2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

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2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change, subject to Section 3.1.2 below. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3. Late Notification Changes - Due Date, Coordination.

3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours prior to the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

4. Obligations of Both Parties.

4.1 Midcontinent is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

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4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.

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4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.

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4.4 Both Parties are currently certified by the Regional NPAC.

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4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

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4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes, including without limitation the SOA concurrence process.

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4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end-user's telephone number to its switch.

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4.8 The LRN associated with the ported number associated with MVC's Local/EAS area shall be derived from an NPA- NXX within the same Local/EAS areas.

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Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 MVC utilizes [the Williston Police Department] for the provision of 911/E-911 services. Midcontinent is responsible for connecting to [the Williston Police Department] and populating [the Williston Police Department]'s database. All relations between [the Williston Police Department] and Midcontinent are totally separate from this Agreement and MVC makes no representations on behalf of [the Williston Police Department].
- 1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End-User Customers.

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2. Directory Listings and Directory Distribution

[Subject to review of directory requirements in Williston]

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- 2.1 Midcontinent will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 2.2 and 2.3 below, with MVC's vendor for directory publications.
- 2.2 Listings

Midcontinent agrees to supply MVC on a regularly scheduled basis, and in a format prescribed by MVC, all listing information for Midcontinent's subscribers who wish to be listed in any MVC published directory or MVC's Directory Assistance Database for the relevant operating area. It is the responsibility of Midcontinent to submit such listing information in the prescribed manner to MVC prior to the directory listing publication cut-off date. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require MVC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with MVC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as MVC's listings.

2.3 Distribution

Upon directory publication, MVC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. Midcontinent will supply MVC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable MVC to perform its directory distribution to Midcontinent customers. Midcontinent, at the discretion of MVC, will pay MVC for the reasonable and direct cost for directory mailings to Midcontinent subscribers but will not charge for the cost of the actual directory when delivered with the annual distribution.

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2.4 Purchase of Directories

Midcontinent at its discretion may purchase a stock of directories for the Midcontinent to distribute directly to the Midcontinent end users. MVC will charge a reasonable price for such directories.

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Pricing Attachment

Pricing Attachment

General.

The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change. MVC shall provide updated versions of the Tariff prior to the effective date of such change.

A. Service Order Charges

<u>1. Service Order Charge (LSR)</u>	
Facility Administration Charge	\$ 20.00/request*
Primary Charge	\$ 18.00/request*
Subsequent Charge	\$ 12.00/request*
<u>2. Service Order Cancellation Charge</u>	
	\$ 12.00/request*
<u>3. Expedited Due Date in addition to SOC</u>	
	\$ 32.00/request*
<u>4. Order Change Charge</u>	
	\$ 12.00/request*

* All Tariff rate elements (both recurring and non-recurring) are applied as stated in the applicable tariff. Rate elements listed in this Attachment are not all inclusive.

B. General Charges:

1. Technical Labor

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Trip Charge	\$TBA
Call out	Min 2 hours

Central Office Technician:

Basic Time (normally scheduled hours)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Call out	Min 2 hours

Customer Service Representative:

Basic Time (Normal Scheduled)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Call out	Min 2 hours

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C. Transport Charges Per Tariff

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Exhibit 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

Exchanges in Local Calling Area	Midcontinent NPA/NXX	Missouri Valley NPA/NXX
Williston	N/A	701-572, 577, 774

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~~APPENDIX A—NORTH DAKOTA
LOCAL EXCHANGE SERVICES
RESALE OF SERVICES~~

The Parties agree the following charges apply to the Resale of Local Service:

~~1. Nonrecurring Charges~~

~~a. Customer Transfer Charge (CTC): The following nonrecurring charges apply when converting a MVC account to a Reseller account or when changing an end user from one reseller to another:~~

~~Residence and Business ————— \$22.20~~

~~b. Product Specific Nonrecurring Charge: As set forth in MVC tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks:~~

~~2. MVC shall offer to Midcontinent for resale at wholesale rates from the tariffed pricing Telecommunications Services tariffed with the Commission that MVC provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement. Except as qualified below, MVC telecommunications services shall be available for resale at a 16.15% discount from the tariffed prices:~~

~~a. The services not available for resale include but are not limited to the following services:~~

- ~~• Customer Premises Equipment~~
- ~~• Inside Wire~~
- ~~• Dedicated or Switched Access Service~~
- ~~• Promotions of 90 days or less in length~~
- ~~• Non-Tariffed items~~
- ~~• Voice Mail~~
- ~~• Toll services~~
- ~~• ADSL~~
- ~~• Operator Services*~~
- ~~• Directory Listing charges~~
- ~~• Nonregulated services~~
- ~~• Directory Assistance Services*~~

~~Services marked with an * are available for resale, but not at discounted rates.~~

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Resale Agreement

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NDTCMVC – Midcontinent Agreement

INTERCONNECTION AGREEMENT

Between

MISSOURI VALLEY COMMUNICATIONS, INC.

AND

MIDCONTINENT COMMUNICATIONS

IN THE STATE OF

NORTH DAKOTA

_____, 2012

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ATTACHMENT 1 – INTERCONNECTION

ATTACHMENT 2 – PRE-ORDERING AND ORDERING

ATTACHMENT 3 – LOCAL NUMBER PORTABILITY

ATTACHMENT 4 – ANCILLARY SERVICES

ATTACHMENT 5 – PRICING

...

Section 1.0 - GENERAL TERMS

- 1.1 This Agreement must be filed with the North Dakota Public Service Commission (Commission). Absent Commission action within 30 days of the filing the Agreement will be deemed approved. The Agreement is between Missouri Valley Communications, Inc. (MVC), a North Dakota corporation and Midcontinent Communications a South Dakota General Partnership (Midcontinent).
- 1.2 This Agreement sets forth the terms, conditions and pricing for interconnection between MVC and Midcontinent within the Williston, ND exchange in which both Parties are providing local exchange service at that time, and for which MVC is the incumbent local exchange carrier with the State of North Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

Section 2.0 - TERMS AND CONDITIONS

2.1 General Provisions

2.1.1 Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers. This provision does not limit the liability of either Party for its failure to perform under this agreement.

2.1.2 The Parties shall work cooperatively to minimize third party fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. Blocking of these services may be necessary to minimize fraud.

2.2 Term of Agreement

2.2.1 This Agreement shall become effective in accordance upon approval. This Agreement shall be binding upon the Parties for a term of three (3) years unless terminated earlier pursuant to Section 2.2.3. It shall remain effective following the initial term on a month-to-month basis until the Parties enter into a successor agreement or the Agreement is terminated pursuant to Section 2.2.3.

2.2.2 Any Party may request negotiation for a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the initial term and at any time thereafter.

2.2.3 This Agreement shall terminate:

2.2.3.1 Following the expiration of the initial term upon one hundred sixty (160) days prior notice from one Party to the other, provided that the Agreement shall continue in effect until a successor agreement becomes effective.

2.2.3.2 Pursuant to the terms of Section 2.4.2 hereof.

2.2.3.3 Except as otherwise provided in this Agreement, upon fifteen (15) days written notice from one Party, if that Party previously notified the other Party in writing that the other Party was in breach of a material provision of this Agreements, and the other Party failed to correct the breach within thirty (30) days from receipt of written notice and to notify the first Party in writing that the breach has been corrected. If a Party fails to exercise its right to terminate the agreement pursuant to this Section 2.2.3.3 within sixty (60) days of a notice of breach, it shall be required to provide a new notice of breach in accordance with this section 2.2.3.3 before it can terminate the Agreement.

2.3 Proof of Authorization (POA)

2.3.1 Each Party shall be responsible of obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

2.4 Performance

2.4.1 Amounts payable under this Agreement are due and payable within twenty (20) calendar days after bill date. If the payment due date is not a business day, the payment shall be due the next business day.

2.4.2 Except for amounts disputed pursuant to Section 2.4.5 herein, the following shall apply:

2.4.2.1 If payment is not received thirty (30) days from the bill date, the billing Party may provide written notice to the billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If the billing Party does not refuse additional applications for service on the date specified in the notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party's right to refuse additional applications for service without further notice.

2.4.2.2 If the billed Party fails to make any payment following the notice under Section 2.4.2.1, the billing Party may, on thirty (30) days written notice to the billed Party's designated representative, discontinue the provision of existing services to the billed Party at any time thereafter. Such notice will be sent by certified mail, return receipt requested. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the

billing Party does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party's right to discontinue the provision of the services to the billed Party without further notice.

2.4.2.3 If payment is not received within sixty (60) days of the notice under Section 2.4.2.1, the billing Party may terminate this Agreement.

2.4.3 After disconnect procedures have begun, the billing Party shall not accept service orders from the billed Party until all unpaid charges are paid in full in immediately available funds. The billing Party shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from the billed Party) prior to resuming service to the billing Party after disconnect for nonpayment has occurred.

2.4.4 In the event the billing Party properly terminates the provisioning of any services to the billed Party for any reason, and subject to the requirements of the Commission and the FCC, the billed Party shall be responsible for providing any and all necessary notice to its end users of the termination. The billing Party shall not be responsible for providing such notice to the billed Party's end users unless required by the Commission or the FCC.

2.4.5 Disputes: The billed Party shall, in writing, advise the billing Party of any disputes with respect to billing within forty-five (45) calendar days of the receipt of the invoice and include the specific amount (the "Disputed Amount"), details and reasons for disputing each item. If the billed Party provides written notice of such dispute within thirty (30) days of receipt of an invoice, it shall not be required to pay the Disputed Amount and the provisions of Sections 2.4.2 shall not apply to the Disputed Amount during the pendency of this dispute. The Parties agree to expedite the investigation of any Disputed Amount in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in favor of the billing Party, the billed Party shall thereafter pay to the billing Party any unpaid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute. Should the dispute be resolved in favor of the billed Party, the billing Party shall pay to the billed Party any paid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute, and shall remove any unpaid Disputed Amount resolved in favor of the billed Party from the billed Party's invoices. If a Disputed Amount remains unpaid thirty (30) days after final resolution of such dispute, the billing Party may disconnect service to the billed Party upon providing ten (10) days' written notice.

2.5 Taxes

2.5.1 Any federal, state or local taxes including but not limited to sales, use, excise, franchise, gross receipts, transaction or similar taxes, fees or surcharges resulting from

the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever required by law, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to qualify 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. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

2.6 Insurance

2.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and contractual liability with respect to the liability assumed by that Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit. Each Party will provide a certificate of insurance evidencing coverage within 90 days of execution of this Agreement and every year thereafter that this Agreement is in effect.

2.7 Force Majeure

2.7.1 Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. If affected by a Force Majeure Event, a Party shall give prompt notice to the other Party, and shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the affected Party agrees to

provide service to the other Party at a level equivalent to the level the affected Party provides itself.

2.8 Limitation of Liability

2.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to the other Party under this Agreement during the contract year in which the cause accrues or arises.

2.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

2.8.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of a Party's respective agents, subcontractors, or employees.

2.8.4 Nothing contained in this Section shall limit either Party's indemnification obligations pursuant to Section 2.9 of this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.

2.9 Indemnity

2.9.1 Each Party (the Indemnifying Party) agrees to release, indemnify, defend and hold harmless the other Party (the Indemnified Party) and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any person or entity, for invasion of privacy, bodily injury or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

2.9.2 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

2.9.3 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

2.9.4 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

2.10 Warranties

EACH PARTY HEREBY STATES AND THE OTHER PARTY HEREBY ACKNOWLEDGES THERE DOES NOT EXIST ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

2.11 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, except that either Party may assign or transfer this agreement in connection with the acquisition of all or substantially all of the Party by another entity with sixty (60) days written notice to the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

2.12 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute designation of either Party as a legal representative or agent of the other Party, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or

in the name or on behalf of the other Party unless otherwise expressly permitted in writing by other Party. Except as otherwise expressly provided in this Agreement, neither Party undertakes to perform any obligation of the other Party, whether regulatory or contractual.

2.13 Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

2.14 Nondisclosure

2.14.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans end user customer specific, facility specific, or usage specific information, other than end user customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the other Party at the time of delivery, or by written within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Confidential Information"), shall remain the property of disclosing Party.

2.14.2 Upon termination of this agreement or any time during this Agreement upon request by the disclosing Party, the other Party shall return all tangible copies of Confidential Information, whether written graphic or otherwise.

2.14.3 The receiving Party shall keep the disclosing Party's Confidential Information confidential. In no case shall retail marketing, sales personnel, or strategic planning have access to such Confidential Information. Each Party shall use the other Party's Confidential Information only in connection with this Agreement.

2.14.4 Each Party agrees that the other Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement and that a disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

2.15 Survival

Any liabilities or obligations by a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

2.16 Controlling Law

This Agreement is made in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

2.17 Notices

Any notices required by or concerning this Agreement shall be in writing sent by certified mail, return receipt requested to MVC, MITS, and Midcontinent at the addresses shown below:

Missouri Valley Communications, Inc.
CEO
P.O. Box 600
Hwy 13 South
Scobey, MT 59263
Phone: 406-783-2200
Fax: 406-783-5283

With copy to:

MITS
P.O. Box 5237
2021 11th Ave. Suite 12
Helena, MT 59604-5237
Phone: 406-443-1940
Fax: 406-443-2880

And to Midcontinent at the address shown below:

Midcontinent Communications
Mary Lohnes, Regulatory Affairs Manager
3901 N. Louise Avenue
Sioux Falls, SD 57107
Phone (605) 357-5459

Fax (605) 339-4419

With copy to:

J.G. Harrington
Dow Lohnes, PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, DC 20036
Phone (202) 776-2818
Fax (202) 776-2222

Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section.

2.18 Responsibility of Each Party

Each Party is an independent contractor with respect to the other party, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

2.19 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other person. This Agreement will not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

2.20 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the

other Party. Neither Party may use the other Party's logo or any other symbol or language for which the other Party has trademark or copyright protection.

2.21 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

2.22 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and in effect all permits, licenses, certificates, and other authorizations needed to perform obligations hereunder.

2.23 Compliance with the Communications Assistance Law Enforcement Act of 1994

Each Party represents and warrants that any equipment, facilities or services provided under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance.

2.24 Cooperation

The Parties agree that this Agreement involves the provision of MVC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, and provisioning.

2.25 Amendments

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing the desired amendment and proposed language changes. This Agreement can only be amended in writing, executed by duly authorized representatives of the Parties.

2.26 Entire Agreement

This Agreement constitutes the entire agreement between MVC and Midcontinent and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

2.27 Dispute Resolution

2.27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 2.27 shall be the preferred, but not the exclusive remedy for all disputes between MVC and Midcontinent arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 2.27 shall limit the right of either Party, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 2.27. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

2.27.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted on an informal basis. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

2.27.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 2.27.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 2.27. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute.

The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

2.27.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its end user customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 2.27.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

2.27.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. MVC and Midcontinent shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either MVC or Midcontinent may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between MVC and Midcontinent, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

2.27.4 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

2.27.5 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

2.27.6 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 2.14 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide prior written notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

2.27.7 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

2.27.8 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

2.27.9 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

2.27.10 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

2.27.11 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

Section 2.28 Effect on Resale Agreement

The Resale Agreement between the Parties dated November 29, 2004 remains in effect according to its terms.

Section 3.0 - SERVICES PROVIDED UNDER THIS AGREEMENT

3.1 Interconnection

Interconnection shall be governed by Attachment 1 to this Agreement.

3.2 Pre-Ordering and Ordering

Pre-ordering and ordering shall be governed by the terms of Attachment 2 to this Agreement.

3.3 Local Number Portability

Local number portability shall be governed by the terms of Attachment 3 to this Agreement.

3.4 Ancillary Services

Ancillary services shall be governed by the terms of Attachment 4 to this Agreement.

3.5 Pricing

Pricing shall be governed by the terms of Attachment 5 to this Agreement.

Section 4.0 - DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms maybe defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

“Agreement” refers to the resale agreement signed by both parties.

“Commission” means the North Dakota Public Service Commission.

“Confidential Information” has the meaning set forth in Section 2.14 of this Agreement.

“Parties” means MVC or Midcontinent collectively.

“Party” means either MVC or Midcontinent as applicable.

“Tariff” as used throughout this Agreement refers to the MVC North Dakota tariff filed with the Commission.

“Telecommunications Service(s)” means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, “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 sent and received.

“Work Locations” means any real estate that MVC or Midcontinent owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Section 5.0 - SIGNATURE PAGE

By Signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

Midcontinent Communications
Investor, LLC, Managing Partner
Midcontinent Communications

Missouri Valley Communications, Inc.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

GLOSSARY

1. General Rule

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 agreement 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:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.10 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with MVC.

2.11 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between Midcontinent's switch (or its equivalent) and MVC's switch.

2.15 END OFFICE SWITCH OR END OFFICE.

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

2.16 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.17 END USER CUSTOMER LOCATION

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

Means the geographic area that has been identified by MVC for its provision of Telephone Exchange Service.

2.19 FCC.

The Federal Communications Commission.

2.20 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, MVC is an ILEC .

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.23 INTERCEPT MESSAGE

An Intercept Message is an announcement on the abandoned telephone number which provides the Customer's new number or other appropriate information.

2.24 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA.

2.25 INTERNET PROTOCOL CONNECTION

The IPC is the connection between the Internet Service Provider (ISP) and the customer where end user information is originated or terminated utilizing internet protocol.

2.26 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.27 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) that is physically located in an area within the local/EAS exchange of the originating End User Customer. A call placed on a non-local basis (e.g., a toll call or an 8YY call) to an ISP shall not be treated as ISP-Bound Traffic, and the rates, terms and conditions for intraLATA and/or interLATA calling shall apply to such calls, including without limitation rating and routing according to the terminating party's interstate or intrastate exchange access tariffs. IP-Enabled Traffic is not ISP-Bound Traffic.

2.28 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.29 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.30 LOCAL NUMBER PORTABILITY (LNP)

LNP is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.31 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases used by MVC and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by MVC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.32 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.34 LOCAL/EAS TRAFFIC.

Any call dialed on a local basis that originates from an End User Customer in one exchange and terminates to an End User Customer in either the same exchange, or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in MVC's tariff. The exchanges and NPA-NXX of each Party in the MVC tariff are listed in Exhibit 1. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP.

2.35 NEW SERVICE PROVIDER (NSP).

When an End-User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

2.36 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.37 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.38 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.39 OLD SERVICE PROVIDER (OSP).

When an End-User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End-User Customer is disconnecting.

2.40 POINT OF INTERCONNECTION (POI).

The physical location(s) within MVC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

2.41 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by MVC as being associated with a particular NPA-NXX code, which has been assigned to MVC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the MVC Exchange Area as defined by the Commission.

2.42 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by MVC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the MVC Exchange Area as defined by the Commission.

2.43 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). MVC and Midcontinent currently utilize this out-of-band signaling protocol.

2.44 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.45 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on Midcontinent's network, and is transported through an MVC Tandem to the Central Office of a Midcontinent, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant MVC Tandem to which Midcontinent delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.47 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.48 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.49 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" 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.

2.50 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" means Telecommunications Service traffic exchanged between an ILEC and a Telecommunications Carrier other than a CMRS provider, except for Telecommunications Service traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

2.51 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.

2.52 VOIP or IP-ENABLED TRAFFIC.

VoIP means voice over Internet Protocol, which includes any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on IPC.

Interconnection Attachment

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between MVC and Midcontinent for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End-User Customer of one Party and is terminated to an End-User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
 - 1.3.1 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.
 - 1.3.2 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.
 - 1.3.3 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 MVC, Midcontinent shall be required to obtain any applicable records of any customer or other third party utilizing Midcontinent’s

interconnection with MVC. 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.

- 1.3.4 The parties shall work cooperatively to identify and minimize phantom traffic, calls for which identifying information is missing or masked in ways that frustrate intercarrier billing, or other unclassified traffic, and to ensure proper billing information for all traffic exchanged between the Parties consistent with industry standards.

2. Physical Connection

- 2.1 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at MVC's switch (WLSTNDBCDS0).
- 2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275. The parties may connect using Internet Protocol if they mutually agree to do so.
- 2.3 MVC and Midcontinent may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic and toll traffic. Toll traffic will be provisioned on separate trunk groups within the same facility as Local/EAS Traffic and ISP-Bound Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction.
- 2.4 Physical Interconnection
 - 2.4.1 Trunk Types
 - 2.4.1.1 Local Interconnection Trunks
 - 2.4.1.1.1 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.

2.4.1.1.2 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

2.4.1.2 Access Trunks

2.4.1.2.1 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 MVC's respective tariffs will apply to Access Traffic terminated over the Access Trunks.

2.4.2 Fiber Meet Point [Optional]

2.4.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an point of interconnection. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.4.2.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, Midcontinent and MVC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic and ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. Midcontinent's fiber optic transmission equipment must be compatible with MVC's equipment. Each Party reserves the right to determine the equipment it employs for service.

2.4.2.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.

2.4.2.4 The Parties shall mutually agree upon a Fiber Meet Point on the MVC network within the borders of the MVC Williston Exchange Area. The Parties shall deliver its fiber optic facilities to the Fiber Meet Point. MVC shall make all necessary preparations to receive, and to allow and enable Midcontinent to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

2.4.2.5 Midcontinent shall deliver and maintain its fiber strands wholly at its own expense. Upon request by Midcontinent, MVC shall allow Midcontinent access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.4.2.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of its own fiber optic transmission system.

2.4.2.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

2.5 Facility Sizing

The Parties will mutually agree on the appropriate sizing of the interconnection and transport facilities. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent will order trunks in the agreed-upon quantities via an Access Service Request (“ASR”).

2.6 If Midcontinent’s request requires MVC to build new facilities (e.g. installing new fiber or additional electrical trunks) to be used by Midcontinent, Midcontinent will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

2.7 The Midcontinent shall be responsible for establishing 911 trunks with the designated 911 vendor. Midcontinent may purchase transport for such 911 trunks from MVC subject to applicable MVC tariff rates.

2.8 Interface Types:

The initial interface will be electrical and at the DS1 level. Any changes to the interface type will be mutually agreed upon by the Parties.

2.9 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG. Each Party will program the numbers of the other Party in accordance with industry standard intervals, including without limitation the requirements of the Central Office Code Assignment Guidelines adopted by the Industry Numbering Committee of the Alliance for Telecommunications Industry Solutions, document number INC-95-0407-008, as revised.

2.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1 Facilities Compensation

- 3.1.1 For Direct Interconnection Facilities, Midcontinent may utilize a Fiber Meet Point, lease facilities from MVC or lease facilities from a third party to reach the POI.
- 3.1.2 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI. Each party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- 3.1.3 If Midcontinent chooses to lease Direct Interconnection Facilities from the MVC to reach the POI, Midcontinent shall compensate MVC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with MVC's network at the rates contained in the applicable MVC tariff.
- 3.1.4 If Midcontinent utilizes a switch outside the MVC's territory and MVC chooses to purchase dedicated or common (shared) transport from Midcontinent for transport and termination of MVC originated traffic, MVC will pay Midcontinent for no more than the airline miles between the V & H coordinates of the POI within or at the border of the MVC's serving area boundary where Midcontinent receives the MVC-originated traffic and the V & H coordinates of the MVC Exchange rate center area that the Midcontinent terminating NPA/NXX is associated within the same LATA. For these situations, MVC will compensate Midcontinent at dedicated transport rates specified in the MVC applicable tariff and based upon the functions provided by Midcontinent as defined in this Attachment.
- 3.1.5 In the event that Midcontinent elects to offer service within MVC's serving area using a switch located outside MVC's serving area, Midcontinent agrees to provide the interconnection facility for both Parties' traffic outside MVC's contiguous serving area in which Midcontinent offers service, at no charge to MVC. Consistent with the requirements of Section 3.1.4, MVC will not compensate Midcontinent for the shared interconnection facility beyond the POI

in MVC's contiguous serving area in which Midcontinent offers service.

3.1.6 In the event MVC is required to modify its network to accommodate the interconnection request made by Midcontinent, Midcontinent agrees to pay MVC reasonable cost-based charges for modifications, provided that rates under an accepted tariff shall be deemed cost based and that MVC shall not be required to perform a cost study. In accordance with Section 3.1.2, if Midcontinent uses a third party network provider to reach the POI, Midcontinent will bear all third party carrier charges for facilities and traffic in both directions.

3.2 Traffic Termination Compensation

3.2.1 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.]

3.2.2 Compensation for access traffic will be in accordance with each Party's access tariffs. In the event that Midcontinent does not have a filed access tariff for access service, Midcontinent agrees to utilize rates that do not exceed MVC's tariffed access rates.

3.2.3 Compensation under this Section 3.2 shall be adjusted to conform with the requirements of the rules of the FCC concerning intercarrier compensation. For avoidance of doubt, this Agreement is not intended to supersede any requirements concerning rates for intercarrier compensation that would be applicable in the absence of an interconnection agreement between the Parties.

3.3 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 5 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 as determined pursuant to this Section 3.3 and Section 4.2.

3.4 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local/EAS Traffic and ISP-bound Traffic, including but not limited to inter-office facilities, access traffic, wireless traffic, and IP-PSTN Traffic or (ii) allow either Party to aggregate traffic

other than Local Traffic for the purpose of compensation under the billing arrangement described in this Section.

- 3.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

4. Routing

- 4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 4.2 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 outside the Rate Center Area with which the NPA/NXX is associated, the 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.
- 4.3 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.
- 4.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900) over the Local Interconnection Trunks.
- 4.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

5. Signaling

- 5.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:
- 5.1.1 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.
- 5.1.2 CPN that has not been altered.
- 5.1.3 CPN that is not a charged party number.

- 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
- 5.1.5 CPN that is assigned to an active End-User Customer.
- 5.1.6 CPN that is associated with the Rate Center of the specific End-User Customer Location.

5.2 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.

5.3 Signaling Parameters:

MVC and Midcontinent 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 4.2 and 5.1.6.

5.4 Grade of Service:

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

6. Network Management:

6.1 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each Party’s network, when required to protect the public switched network from congestion or failure, or

focused overload. Midcontinent and MVC will immediately notify each other of any protective control action planned or executed.

6.2 Mass Calling:

Both Parties 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.

6.3 Network Harm:

Neither Party will use any service related to or 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:

6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;

6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

7. Proper Classification of Traffic

7.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Parties' obligations under the Agreement to properly classify traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.

7.2 If the terminating Party determines in good faith in any month that any traffic originated by the other Party is classified by the other Party as traffic subject to the compensation rate for Local Traffic or EAS (mandatory or optional) traffic by

the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:

- 7.2.1 The terminating party will notify the originating Party as soon as traffic has been incorrectly classified has been identified. Within one hundred eighty days (180) days of the end of the billing period for the affected traffic, the terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;
- 7.2.2 The originating Party shall correct the classification for any traffic that was misidentified or unidentified and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or a true-up amounts for the previous 12 months for traffic already billed and paid; and
- 7.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 8 or 9 of this Attachment, as appropriate.
- 7.2.4 In the event the originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its dispute within sixty (60) days of notification under 7.1.1 and providing all documentation that is the basis for originating Party's challenge of the terminating Party's claim. If the parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

8. Unclassified Traffic

- 8.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, may be properly transmitted without all Traffic Identifiers. In such instances, the Parties agree that such traffic shall be considered "Unclassified Traffic" if it can be affirmatively demonstrated that the missing Traffic Identifiers were not stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned by the Party transmitting the traffic or with that Party's knowledge or consent. Otherwise, the traffic shall be considered Misclassified Traffic as described below.
- 8.2 If the percentage of traffic transmitted over Direct Interconnection Facilities under this Agreement with accurate Traffic Identifiers including CPN and JIP in a given month is greater than or equal to 95%, any remaining calls (those transmitted without accurate Traffic Identifiers) transmitted over those Facilities will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. If, however, the percentage of Local

Termination Traffic transmitted with accurate Traffic Identifiers (including for this purpose any Misclassified Traffic) in a given month falls below 95%, the Originating Party agrees to pay the terminating Party's intrastate access rates for all Unclassified Traffic transmitted over Direct Interconnection Facilities for the applicable month.

8.3 Subject to Section 4.3, the following provisions shall apply traffic transmitted from one Party to the other Party via facilities of other carriers:

8.3.1 Traffic that is transmitted in a given month with accurate Traffic Identifiers including CPN and JIP shall be billed at rates consistent with the classification of that traffic.

8.3.2 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is less than 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement during that month.

8.3.3 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is greater than or equal to 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 shall be billed at the terminating Party's intrastate access rates.

8.3.3.1 This Section 8.3.3 shall not apply to traffic not subject to Section 8.3.1 if the transmitting Party uses the facilities of other carriers to transmit traffic because the direct interconnection facilities dedicated to the transmitting Party's traffic by the receiving Party experienced blocking greater than that permitted in Section 5.4 of this attachment due to lack of sufficient capacity and/or trunks to accept all of the transmitting Party's traffic, and in such cases Section 8.3.2 shall apply to all traffic transmitted via the facilities of other carriers.

8.3.3.2 Section 8.3.3.1 shall not apply if the transmitting Party is responsible for ordering affected facilities from the receiving Party and failed to order sufficient capacity to accommodate its traffic requirements.

8.3.4 For avoidance of doubt, traffic carried by an end user's preferred interexchange carrier shall not be considered traffic transmitted via the facilities of other carriers. Such traffic shall be subject to access charges to be paid by the interexchange carrier in accordance with applicable regulatory requirements.

9. Misclassified Traffic

- 9.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Traffic Identifiers stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.
- 9.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.
- 9.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1. Pre-Ordering

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2 Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. MVC and Midcontinent will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with industry standards as set by the Alliance for Telecommunications Industry Solutions via paper copies of End User Customer record information.
- 1.4 Each Party will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC, including without limitation Section 222 of the Act and the FCC's rules in 47 C.F.R. Part 64, subpart U and any successor provisions. Each Party reserves the right to audit the other Party's access to End User Customer record information for customers of the auditing Party. If an audit of access to End User Customer record information reveals that the audited Party is accessing End User Customer record information without having obtained the proper LOA, the auditing Party, upon reasonable notice to the audited Party, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. Ordering

- 2.1 Midcontinent agrees to comply with industry standards as set by the Alliance for Telecommunications Industry Solutions, which are incorporated by reference in this Agreement, and as amended from time to time.

2.2 Ordering

Each Party shall place orders for services by submitting a local service request (“LSR”) to the other Party. The Party that receives the order shall bill the ordering Party a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”).

2.2.1 The Party that receives the order will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3 Provisioning

2.3.1 Each Party shall provision services during its regular working hours. To the extent a Party requests provisioning of service to be performed outside of regular working hours, or the work so requested requires the provisioning Party’s technicians or project managers to work outside of regular working hours, overtime charges shall apply.

2.3.2 Cancellation Charges. If the ordering Party cancels an LSR any costs incurred by the Party that receives in the order in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.

2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by a Party, expedited charges will apply for intervals less than the standard interval. The charges as outlined in the Pricing Attachment will apply as applicable.

2.3.4 Order Change Charges. If the ordering Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge will be paid by the ordering Party in accordance with the Pricing Attachment.

2.3.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party’s plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party’s NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party’s NID enclosures.

2.4 Maintenance and Repair

2.4.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. MVC and Midcontinent agree to adhere to standard industry procedures for maintenance and repair.

- 2.4.2 If one Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by the other Party to confirm the working status.

2.5 Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

3. Miscellaneous

3.1 Customer Transfer.

- 3.1.1 Service orders will be in a standard format designated by MVC.
- 3.1.2 When notification is received from Midcontinent that a current End User Customer of MVC will subscribe to Midcontinent's service, standard service order intervals for the appropriate class of service will apply.
- 3.1.3 Midcontinent will be the single point of contact with MVC for all subsequent ordering activity resulting in additions or changes to services except that MVC will accept a request directly from the End User for conversion of the End User Customer's service from Midcontinent to MVC.
- 3.1.4 If the Old Service Provider ("OSP") determines that an unauthorized change in local service to the New Service Provider ("NSP") has occurred, the OSP will reestablish service with the appropriate local service provider and will assess the NSP as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable MVC tariff will also be assessed to the NSP. These charges can be adjusted if the NSP provides satisfactory proof of authorization.

3.2 Misdirected Calls.

- 3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

3.3 Letter of Authorization.

- 3.3.1 MVC will not release the Customer Service Record (CSR) containing CPNI to Midcontinent on MVC's End User Customer accounts unless Midcontinent first provides to MVC a written Letter of Authorization (LOA). MVC shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent authorizing the release of such information to Midcontinent.
- 3.3.2 An LOA will be required before MVC will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from MVC or from a local service provider other than Midcontinent. MVC shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent.
- 3.3.3 Midcontinent and MVC shall each execute a blanket letter of authorization with respect to End User Customer requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

3.4 Pending Orders.

Orders placed in the hold or pending status by Midcontinent will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Midcontinent shall be required to submit a new service request. Incorrect or invalid requests returned to Midcontinent for correction or clarification will be held for thirty (30) calendar days. If Midcontinent does not return a corrected request within thirty (30) calendar days, MVC will cancel the request.

- 3.5 Neither MVC nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with industry-standard intervals and applicable rules of the FCC.

3.7 Contact Numbers.

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance with each Party's standard procedures. Each Party will make a reasonable effort to notify the other Party when a trouble ticket has been closed. After making a reasonable effort to contact the Party reporting trouble to request additional information or to request authorization for additional work deemed necessary, if the other Party is

unsuccessful in obtaining information or authorization, the other Party will place trouble tickets in delayed maintenance status.

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User Customer porting the telephone number. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines; the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order and Further Notice of Proposed Rulemaking, FCC 09-41, released May 13, 2009; and the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order, FCC 10-85, released May 20, 2010.
- 1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. MVC and Midcontinent shall permit End User Customers who port a portion of the DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), the New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Old Service Provider (OSP) will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked any time during the day on the due date but OSP must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change, subject to Section 3.1.2 below. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3. Late Notification Changes - Due Date, Coordination.

- 3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours prior to the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

4. Obligations of Both Parties.

- 4.1 Midcontinent is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 4.4 Both Parties are currently certified by the Regional NPAC.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes, including without limitation the SOA concurrence process
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end-user's telephone number to its switch.
- 4.8 The LRN associated with the ported number associated with MVC's Local/EAS area shall be derived from an NPA- NXX within the same Local/EAS areas.

Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 MVC utilizes [the Williston Police Department] for the provision of 911/E-911 services. Midcontinent is responsible for connecting to [the Williston Police Department] and populating [the Williston Police Department]'s database. All relations between [the Williston Police Department] and Midcontinent are totally separate from this Agreement and MVC makes no representations on behalf of [the Williston Police Department].
- 1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End-User Customers.

2. Directory Listings and Directory Distribution

[Subject to review of directory requirements in Williston]

- 2.1 Midcontinent will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 2.2 and 2.3 below, with MVC's vendor for directory publications.

2.2 Listings

Midcontinent agrees to supply MVC on a regularly scheduled basis, and in a format prescribed by MVC, all listing information for Midcontinent's subscribers who wish to be listed in any MVC published directory or MVC's Directory Assistance Database for the relevant operating area. It is the responsibility of Midcontinent to submit such listing information in the prescribed manner to MVC prior to the directory listing publication cut-off date. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require MVC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with MVC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as MVC's listings.

2.3 Distribution

Upon directory publication, MVC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. Midcontinent will supply MVC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable MVC to perform its directory distribution to Midcontinent customers. Midcontinent, at the discretion of MVC, will pay MVC for the reasonable and direct cost for directory mailings to Midcontinent subscribers but will not charge for the cost of the actual directory when delivered with the annual distribution.

2.4 Purchase of Directories

Midcontinent at its discretion may purchase a stock of directories for the Midcontinent to distribute directly to the Midcontinent end users. MVC will charge a reasonable price for such directories.

Pricing Attachment

Pricing Attachment

General.

The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change. MVC shall provide updated versions of the Tariff prior to the effective date of such change.

A. Service Order Charges

1. Service Order Charge (LSR)		
Facility Administration Charge		\$ 20.00/request*
Primary Charge		\$ 18.00/request*
Subsequent Charge		\$ 12.00/request*
2. Service Order Cancellation Charge		\$ 12.00/request*
3. Expedited Due Date in addition to SOC		\$ 32.00/request*
4. Order Change Charge		\$ 12.00/request*

* All Tariff rate elements (both recurring and non-recurring) are applied as stated in the applicable tariff. Rate elements listed in this Attachment are not all inclusive.

B. General Charges:

1. Technical Labor

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Trip Charge	\$TBA
Call out	Min 2 hours

Central Office Technician:

Basic Time (normally scheduled hours)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Call out	Min 2 hours

Customer Service Representative:

Basic Time (Normal Scheduled)	\$TBA/hr
Overtime (outside normally schld hrs on schld work day)	\$TBA/hr
Call out	Min 2 hours

C. Transport Charges

Per Tariff

Exhibit 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

<u>Exchanges in Local Calling Area</u>	<u>Midcontinent NPA/NXX</u>	<u>Missouri Valley NPA/NXX</u>
Williston	N/A	701-572, 577, 774



ATTORNEYS AT LAW

314 EAST THAYER AVENUE • P.O. BOX 400 • BISMARCK, ND 58502
TELEPHONE (701) 223-2890 • FAX (701) 223-7865 • www.pearce-durick.com

PATRICK W. DURICK

pwd@pearce-durick.com

July 8, 2010

RECEIVED

JUL 08 2010

HAND DELIVERED

PUBLIC SERVICE COMMISSION

Darrell Nitschke
Executive Director
North Dakota Public Service Commission
Capitol
600 East Boulevard, Twelfth Floor
Bismarck, North Dakota 58505

Re: Midcontinent Communications/Turtle Mountain Communications, Inc.
PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION
AGREEMENT

Dear Mr. Nitschke:

Enclosed for filing are the original and seven copies of MIDCONTINENT COMMUNICATION'S
PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT.

This document is also being transmitted electronically to your office. Also enclosed is an extra
copy of the Petition to be filed stamped and returned in the self-addressed, stamped envelope.

After filing, please set this matter for a hearing. Thank you for your attention to this matter.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

PEARCE & DURICK


Patrick W. Durick

Counsel to Midcontinent Communications

PWD/ak

Enclosures

cc: Valerie Wilmer (via email)
Annette Bendish (via email)
Nancy Vogel (via email)
J.G. Harrington (via email)
Patrick Fahn (via email)

1

PU-10-387 Filed: 7/8/2010
Interconnection Agreement Amendment

Pages: 11

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

Case No.

Midcontinent Communications, a)
South Dakota Partnership,)
)
Complainant,)
)
vs.)
)
Turtle Mountain Communications, Inc.)
)
Respondent.)

**MIDCONTINENT COMMUNICATION'S PETITION FOR APPROVAL OF
AMENDMENT TO INTERCONNECTION AGREEMENT**

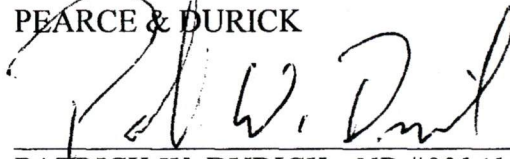
On April 16, 2010, Midcontinent Communications ("Midcontinent") made a Bona Fide Request to Turtle Mountain Communications, Inc. ("Turtle Mountain") for wholesale resale of telecommunications services that Turtle Mountain provides at retail to subscribers who are not telecommunications carriers for the Bisbee, Dunseith and Willow City, North Dakota exchanges and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive LECs such as Midcontinent for those exchanges.

Thereafter, Midcontinent and Turtle Mountain voluntarily entered into an AMENDMENT TO INTERCONNECTION AGREEMENT. Said agreement is marked as Exhibit "A" and attached hereto.

WHEREFORE, Midcontinent requests that the Commission enter an Order approving the AMENDMENT TO INTERCONNECTION AGREEMENT pursuant to 47 U.S.C. § 252(e)(1).

Dated this 8 day of July, 2010.

PEARCE & DURICK



PATRICK W. DURICK, ND #03141
Individually and as a Member of the Firm
314 E. Thayer Avenue
P. O. Box 400
Bismarck, ND 58502-0400
(701) 223-2890
(701) 333-0126 - Fax
pwd@pearce-durick.com

Attorneys for Midcontinent Communications

AMENDMENT TO INTERCONNECTION AGREEMENT

THIS AMENDMENT TO INTERCONNECTION AGREEMENT ("Amendment") dated this day of June by and between Midcontinent Communications, a South Dakota Partnership ("Midcontinent") with offices at 3901 N Louise Avenue, Sioux Falls, 57107 and Turtle Mountain Communications, Inc. ("Turtle Mountain") with offices at 5011th St. West, Bottineau, North Dakota 58318. This Amendment may refer to either Turtle Mountain or Midcontinent or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, TURTLE MOUNTAIN is a local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, Midcontinent is a competitive local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, the Parties have entered into an agreement pursuant to Sections 251 of the Telecommunications Act of 1996 ("the Act") for wholesale resale of telecommunications services that Turtle Mountain provides at retail to subscribers who are not telecommunications carriers for the Bottineau, Rolla and Rolette, North Dakota exchanges and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, for the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive CLECs such as Midcontinent for those exchanges (the "Agreement"), and that agreement has been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Parties wish to amend their Agreement specifically for the purposes of fulfilling their obligations pursuant to Sections 251 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, TURTLE MOUNTAIN and Midcontinent agree as follows:

1. Substitution of Amended Terms and Conditions

Upon approval of this Amendment by the Commission, the Parties shall substitute the following documents attached hereto for the corresponding documents in their current Agreement:

1.1 General Terms and Conditions

1.1.1 Section 2.2

According to Section 251(f)(1)(C), a rural ILEC does not have a rural exemption from 251 interconnection obligations with respect to a request from a cable operator providing video programming, and seeking to provide any telecommunications service, in the area in which the rural telephone company provides video programming. Accordingly, Turtle Mountain will not have a rural exemption from 251 obligations once it offers video programming in Willow City, Dunseith and Bisbee. Turtle Mountain shall provide Midcontinent a 30 day notice prior to offering video programming to customers located in Willow City, Dunseith and Bisbee.

This amendment shall become effective upon approval by the commission. At that time, Midco may proceed with augmentation of trunks, testing, and other implementation activities. However, Midcontinent shall not offer voice service to customers located in Willow City, Dunseith and Bisbee until the 30 days after receiving notice of Turtle Mountain's offering of video programming. Accordingly, Turtle Mountain is not obligated to accept resale or port orders until such date.

1.1.2 Revised Exhibit 1 - Attached

1.2 Revised Resale Attachment 1 Exhibit B – Area of Resale - Attached

1.3 Ancillary Services Attachment

Section 1.1 ILEC utilizes Qwest and Rolette, Towner and Bottineau Counties for the provision of 911/E-911 services to Rolla, Rolette, Dunseith, Willow City, Bisbee and Bottineau. The CLEC is responsible for connecting to Qwest and populating the appropriate County's database for Rolla, Rolette, Dunseith, Willow City, Bisbee and Bottineau. All relations between Qwest and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Qwest and Rolette, Towner and Bottineau Counties.

1.4 Revisions to the Ordering Attachment

1.4.1 Revision to Section 1.2

1.2. Access to retail Customer Proprietary Network Information (CPNI) and Customer Service Record (CSR) will include: billing name, service address, billing address, service and feature

subscription, directory listing information, long distance carrier identity, and PIC freeze indication. A CSR Response will be provided within 24hrs, not including weekends and Old Service Provider observed holidays Parties agree that the representatives will not access the information specified in this subsection without the End User Customer's permission, and verification by the requesting party via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law, that the customer has agreed to the release of this information.

1.4.2 Revision to section 2.2.1

2.2.1 The New Service Provider (NSP) shall place simple or complex orders for services by submitting a FCC Standard Local Service Request for Simple Port Form ("LSR") to the Old Service Provider (OSP). A simple order request is defined as a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line, and (4) does not include a reseller. All orders not meeting these criteria shall be complex orders.

1.4.3 Revision to Section 2.2.2

2.2.2 The required Simple Port LSR fields consist of: Account Number, Telephone Number, End User Customer requested and assigned Pass Code (if any), and Zip Code, Customer Carrier Name Abbreviation, Purchase Order Number, Desired Due Date/Time, Requisition Type, Company Code, Telephone Number (Initiator), End-User Line Treatment, New Network Service Provider, Supplemental order notice and Version if applicable. The Parties agree to also include the customer address in the Remarks section of LSR for a simple port request.

1.4.4 Revision to section 2.2.4

2.2.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR

will be identified for billing purposes by its Purchase Order Number ("PON).

1.4.5 Revision to section 2.2.5

2.2.5 Orders containing less than 5 lines whether simple or complex shall be provisioned using standard intervals.

2.2.5.1 Effective no later than the February 2, 2011 date required by the FCC or such earlier date agreed upon by the Parties, the Simple Port interval is one business day.

1.4.6 Revision to section 6.1.1

6.1.1 Service orders will be submitted on the FCC Standard Local Service Request Form for simple ports. ILEC format shall not conflict with industry standards nor exceed industry standards.


2. Continuance of Current Arrangements

1. The current Agreement shall remain in effect until such time as this Amendment is approved by the Commission.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

TURTLE MOUNTAIN	Midcontinent
By: _____ Name: Kenneth Carlson Title: General Manager Date: _____	Midcontinent Communications By: <i>Nancy A. Vogel</i> Name: Nancy Vogel Title: Director of Revenue Assurance By Midcontinent Communications Investor LLC Managing Partner of Midcontinent Communications Date: <i>7/8/10</i>

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

TURTLE MOUNTAIN	Midcontinent
By:  Name: Kenneth Carlson Title: General Manager Date: <u>7.6.19</u>	Midcontinent Communications By: _____ Name: Nancy Vogel Title: Director of Revenue Assurance By Midcontinent Communications Investor LLC Managing Partner of Midcontinent Communications Date: _____

Revised Exhibit 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

Exchanges in Local Calling Area	Midcontinent NPA/NXX	Turtle Mountain NPA/NXX
Bottineau	701-534	Bottineau (701-228, 201, 480 & 871) Antler (701-267) Dunseith (701-244 & 472) Kramer (701-359) Landa (701-295) Maxbass (701-268) Metigoshe (701-263) Newburg (701-272) Rolette (701-246 & 560) Souris (701-243) Westhope (701-245) Willow City (701-366)
Rolette	701-560	Rolette (701-246 & 560) Bottineau (701-201, 228, 480, 534 & 871) Bisbee (701-656) Dunseith (701-244 & 472) Rolla (701-477, 278, 550 & 953)
Rolla	701-953	Rolla (701-477, 278, 953 & 550) Rolette (701-246 & 560) Dunseith (701-244, & 472)

Bisbee	N/A*	Bisbee (701-656) Rolette (701-246 & 560)
Dunseith	N/A*	Dunseith (701-244 & 472) Bottineau (701-228, 201, 480, 871 & 534) Metigoshe (701-263) Rolette (701-246 & 560) Rolla (701-477, 278, 953 & 550)
Willow City	N/A*	Willow City (701-366) Bottineau (Bottineau 701-201, 228, 480, 534 & 871)

Any NPA-NXX codes added to the local calling areas or EAS areas for these exchanges during the term of this Agreement shall be deemed to be added to the list above.

* Midco will obtain numbering resources prior to porting numbers in these exchanges.

REVISED AREA OF RESALE

Exchange Name

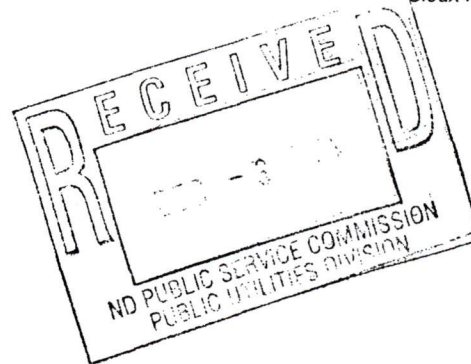
Bottineau, North Dakota
Rolette, North Dakota
Rolla, North Dakota Dunseith, North Dakota
Willow City, North Dakota
Bisbee, North Dakota
Dunseith, North Dakota



5001 West 41st Street
Sioux Falls, South Dakota 57106

December 2, 2004

Public Service Commission
Capitol
600 East Boulevard Avenue
Bismarck, North Dakota 58505



Attention: Sharon Helbling

RE: Resold Service Agreement

Dear Ms. Helbling:

Please find enclosed for filing with the Commission, a Resold Services Agreement between Midcontinent Communications and Missouri Valley Communications, Inc.

Should you have any questions about this filing, please contact me at Midcontinent Communications, 5001 W 41st Street, Sioux Falls, SD, 57106, or phone me at (605) 357-5459.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lohnes".

Mary Lohnes
Regulatory Affairs Manager
Midcontinent Communications
(605) 357-5459
mary_lohnes@mml.net

RESALE AGREEMENT

Between

MISSOURI VALLEY COMMUNICATIONS, INC.

AND

MIDCONTINENT COMMUNICATIONS

IN THE STATE OF

NORTH DAKOTA

NOVEMBER 2004

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Section 1.0 - GENERAL TERMS

- 1.1 This Agreement must be filed with the North Dakota Public Service Commission (Commission). Absent Commission action within 90 days of the filing the Agreement will be deemed approved. The Agreement is between Missouri Valley Communications, Inc. (MVC), a North Dakota corporation and Midcontinent Communications a South Dakota General Partnership (Midcontinent).
- 1.2 This Agreement sets forth the terms, conditions and pricing under which MVC will offer and provide to Midcontinent, telecommunications services available for resale within the Williston, ND exchange in which both Parties are providing local exchange service at that time, and for which MVC is the incumbent local exchange carrier with the State of North Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

Section 2.0 - TERMS AND CONDITIONS

2.1 General Provisions

2.1.1 Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers. This provision does not limit the liability of either Party for its failure to perform under this agreement.

2.1.2 The Parties shall work cooperatively to minimize third party fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. Blocking of these services may be necessary to minimize fraud.

2.2 Term of Agreement

2.2.1 This Agreement shall become effective in accordance with the time frame set by North Dakota Statute. This Agreement shall be binding upon the Parties for a term of two (2) years unless terminated earlier pursuant to Section 2.2.3. It shall remain effective following the initial term on a month-to-month basis until the Parties enter into a successor agreement or the Agreement is terminated pursuant to Section 2.2.3.

2.2.2 Any Party may request negotiation for a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the initial term and at any time thereafter.

2.2.3 This Agreement shall terminate:

2.2.3.1 Following the expiration of the initial term upon one hundred sixty (160) days prior notice from one Party to the other, provided that the Agreement shall continue in effect until a successor agreement becomes effective.

2.2.3.2 Pursuant to the terms of Section 2.4.2 hereof.

2.2.3.3 Except as otherwise provided in this Agreement, upon fifteen (15) days written notice from one Party, if that Party previously notified the other Party in writing that the other Party was in breach of a material provision of this Agreement, and the other Party failed to correct the breach within thirty (30) days from receipt of written notice and to notify the first Party in writing that the breach has been corrected. If a Party fails to exercise its right to terminate the agreement pursuant to this Section 2.2.3.3 within sixty (60) days of a notice of breach, it shall be required to provide a new notice of breach in accordance with this section 2.2.3.3 before it can terminate the Agreement.

2.3 Proof of Authorization (POA)

2.3.1 Each Party shall be responsible of obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

2.4 Performance

2.4.1 Amounts payable under this Agreement are due and payable within twenty (20) calendar days after bill date. If the payment due date is not a business day, the payment shall be due the next business day.

2.4.2 Except for amounts disputed pursuant to Section 2.4.5 herein, the following shall apply:

2.4.2.1 If payment is not received thirty (30) days from the bill date, MVC may provide written notice to Midcontinent that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If MVC does not refuse additional applications for service on the date specified in the notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude MVC's right to refuse additional applications for service without further notice.

2.4.2.2 If Midcontinent fails to make any payment following the notice under Section 2.4.2.1, MVC may, on thirty (30) days written notice to Midcontinent's designated representative, discontinue the provision of existing services to Midcontinent at any time thereafter. Such notice will be sent by certified mail, return receipt requested. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If MVC does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude MVC's right to discontinue the provision of the services to Midcontinent without further notice.

2.4.2.3 If payment is not received within sixty (60) days of the notice under Section 2.4.2.1, MVC may terminate this Agreement.

2.4.3 After disconnect procedures have begun, MVC shall not accept service orders from Midcontinent until all unpaid charges are paid in full in immediately available funds. MVC shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from MVC) prior to resuming service to Midcontinent after disconnect for nonpayment has occurred.

2.4.4 In the event MVC properly terminates the provisioning of any resold services to Midcontinent for any reason, and subject to the requirements of the Commission and the FCC, Midcontinent shall be responsible for providing any and all necessary notice to its end users of the termination. MVC shall not be responsible for providing such notice to Midcontinent's end users unless required by the Commission or the FCC.

2.4.5 Disputes: Midcontinent shall, in writing, advise MVC of any disputes with respect to billing within forty-five (45) calendar days of the receipt of the invoice and include the specific amount (the "Disputed Amount"), details and reasons for disputing each item. If Midcontinent provides written notice of such dispute within thirty (30) days of receipt of an invoice, it shall not be required to pay the Disputed Amount and the provisions of Sections 2.4.2 shall not apply to the Disputed Amount during the pendency of this dispute. The Parties agree to expedite the investigation of any Disputed Amount in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in favor of MVC, Midcontinent shall thereafter pay to MVC any unpaid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute. Should the dispute be resolved in favor of Midcontinent, MVC shall pay to Midcontinent any paid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute, and shall remove any unpaid Disputed Amount resolved in favor of Midcontinent from Midcontinent's invoices. If a Disputed Amount remains unpaid

thirty (30) days after final resolution of such dispute, MVC may disconnect service to Midcontinent upon providing ten (10) days' written notice.

2.5 Taxes

2.5.1 Any federal, state or local taxes including but not limited to sales, use, excise, franchise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever required by law, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to qualify 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. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

2.6 Insurance

2.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and contractual liability with respect to the liability assumed by that Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit. Each Party will provide a certificate of insurance evidencing coverage within 90 days of execution of this Agreement and every year thereafter that this Agreement is in effect.

2.7 Force Majeure

2.7.1 Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental

disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. If affected by a Force Majeure Event, a Party shall give prompt notice to the other Party, and shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the affected Party agrees to provide service to the other Party at a level equivalent to the level the affected Party provides itself.

2.8 Limitation of Liability

2.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to the other Party under this Agreement during the contract year in which the cause accrues or arises.

2.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

2.8.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of a Party's respective agents, subcontractors, or employees.

2.8.4 Nothing contained in this Section shall limit either Party's indemnification obligations pursuant to Section 2.9 of this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.

2.9 Indemnity

2.9.1 Each Party (the Indemnifying Party) agrees to release, indemnify, defend and hold harmless the other Party (the Indemnified Party) and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or

settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any person or entity, for invasion of privacy, bodily injury or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

2.9.2 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

2.9.3 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

2.9.4 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

2.10 Warranties

MVC HEREBY STATES AND MIDCONTINENT HEREBY ACKNOWLEDGES THERE DOES NOT EXIST ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

2.11 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, except that either Party may assign or transfer this agreement in connection with the acquisition of all or substantially all of the

Party by another entity with sixty (60) days written notice to the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

2.12 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute designation of either Party as a legal representative or agent of the other Party, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted in writing by other Party. Except as otherwise expressly provided in this Agreement, neither Party undertakes to perform any obligation of the other Party, whether regulatory or contractual.

2.13 Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

2.14 Nondisclosure

2.14.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans end user customer specific, facility specific, or usage specific information, other than end user customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the other Party at the time of delivery, or by written within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Confidential Information"), shall remain the property of disclosing Party.

2.14.2 Upon termination of this agreement or any time during this Agreement upon request by the disclosing Party, the other Party shall return all tangible copies of Confidential Information, whether written graphic or otherwise.

2.14.3 The receiving Party shall keep the disclosing Party's Confidential Information confidential. In no case shall retail marketing, sales personnel, or strategic planning have access to such Confidential Information. Each Party shall use the other Party's Confidential Information only in connection with this Agreement.

2.14.4 Each Party agrees that the other Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement and that a disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

2.15 Survival

Any liabilities or obligations by a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

2.16 Controlling Law

This Agreement is made in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

2.17 Notices

Any notices required by or concerning this Agreement shall be in writing sent by certified mail, return receipt requested to MVC, MITS, and Midcontinent at the addresses shown below:

Missouri Valley Communications, Inc.
CEO
P.O. Box 600
Hwy 13 South
Scobey, MT 59263
Phone: 406-783-2200
Fax: 406-783-5283

With copy to:

MITS
P.O. Box 5237
2021 11th Ave. Suite 12
Helena, MT 59604-5237
Phone: 406-443-1940
Fax: 406-443-2880

And to Midcontinent at the address shown below:

Midcontinent Communications
Mary Lohnes, Regulatory Affairs Manager
5001 W 41st Street
Sioux Falls, SD 57106
Phone (605) 357-5459
Fax (605) 339-4419

Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section.

2.18 Responsibility of Each Party

Each Party is an independent contractor with respect to the other party, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

2.19 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any

other person. This Agreement will not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

2.20 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Neither Party may use the other Party's logo or any other symbol or language for which the other Party has trademark or copyright protection.

2.21 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

2.22 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and in effect all permits, licenses, certificates, and other authorizations needed to perform obligations hereunder.

2.23 Compliance with the Communications Assistance Law Enforcement Act of 1994

Each Party represents and warrants that any equipment, facilities or services provided under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance.

2.24 Cooperation

The Parties agree that this Agreement involves the provision of MVC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, and provisioning.

2.25 Amendments

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing the desired amendment and proposed language changes. This Agreement can only be amended in writing, executed by duly authorized representatives of the Parties.

2.26 Entire Agreement

This Agreement constitutes the entire agreement between MVC and Midcontinent and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

2.27 Dispute Resolution

2.27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 2.27 shall be the preferred, but not the exclusive remedy for all disputes between MVC and Midcontinent arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 2.27 shall limit the right of either Party, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 2.27. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

2.27.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted on an informal basis. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

2.27.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer

period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 2.27.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 2.27. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute.

The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

2.27.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its end user customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 2.27.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

2.27.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. MVC and Midcontinent shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either MVC or Midcontinent may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes

between MVC and Midcontinent, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

2.27.4 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

2.27.5 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

2.27.6 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 2.14 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide prior written notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

2.27.7 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

2.27.8 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

2.27.9 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

2.27.10 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

2.27.11 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

Section 3.0 - RESALE

3.1 Description

3.1.1 MVC shall offer to Midcontinent for resale at wholesale rates any Telecommunications Services tariffed with the Commission that it provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement. Appendix A lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.

3.1.2 Upon request by MVC, Midcontinent shall make its Telecommunications Services available to MVC for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

3.2 General Provisions

3.2.1 Residential services and Lifeline/Link-up services are available only to the same class of end user eligible to purchase these services from MVC. Universal emergency number service is not available for resale.

3.2.2 Non-Telecommunications Services, including but not limited to inside wiring and maintenance, CPE, ADSL, and directory listing charges are not available for resale under this Agreement unless MVC in its sole discretion decides to make the services available. If MVC at its sole discretion provides non-regulated services to Midcontinent for resale, said services shall be resold to Midcontinent according to terms and conditions established by MVC.

3.2.3 Telecommunications Services provided directly to Midcontinent for its own use and not resold to end users must be identified by Midcontinent as such, and Midcontinent will pay MVC retail prices for such services.

3.2.4 Resold services are available only where adequate facilities currently exist that are capable of providing such services without construction of additional facilities or enhancement of existing facilities, except to the extent that MVC would provide such additional construction or enhancement had the end user chosen not to move service to Midcontinent and that Midcontinent pays MVC's standard charges for such construction or enhancement.

3.2.5 Midcontinent has no right to the telephone number or any other call number designation associated with services furnished by MVC. MVC reserves the right to change telephone numbers if necessary as a result of regulatory requirements or safety concerns.

3.2.6 Discontinuance of end user service for cause.

3.2.6.1 The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If MVC receives other evidence giving reasonable cause to believe that such service is being used or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

3.2.6.2 MVC reserves the right to suspend or discontinue service to an end user in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance of the rules and regulations of the MVC Local Exchange Tariff.

If MVC discontinues, suspends or denies service pursuant to this Section 3.2.6, MVC will provide notice to Midcontinent of such discontinuance or denial.

3.2.7 MVC accepts no responsibility for any unlawful act committed by Midcontinent or its end users as part of providing service to Midcontinent for purposes of resale or otherwise.

3.2.8 MVC is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Midcontinent or its end users. Law enforcement agency subpoenas and court orders regarding the end users of Midcontinent will be directed to Midcontinent. MVC shall be entitled to bill Midcontinent for any cost associated with complying with any requests by law enforcement agencies regarding Midcontinent or Midcontinent's end users that MVC does not recover from law enforcement agencies. MVC will determine whom to bill for these costs. If MVC provides such

assistance in response to a request from Midcontinent, it shall be entitled to bill Midcontinent for any cost associated with providing such assistance.

3.2.9 MVC will accept at no charge one primary listing for each main telephone number belonging to Midcontinent's end user customer based on end user information provided to MVC by Midcontinent. MVC will place Midcontinent's listings in the MVC directory and will make listings available to directory publishers and other third parties. MVC reserves the right to charge Midcontinent for subsequent changes to directory listing information at MVC's Tariffed rates.

3.2.10 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by MVC with respect to Midcontinent end-user accounts will be returned to the IXC as unbillable, and will not be passed on to Midcontinent for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by MVC.

3.2.11 MVC shall continue to have the right to serve and market directly to any end user within MVC's service area, including but not limited to Midcontinent's end users. MVC shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with Midcontinent's end users.

3.2.12 The circuits, facilities or equipment provided by any person or entity other than MVC and use, operation, maintenance or installation thereof shall not:

3.2.12.1 interfere with or impair MVC's business operations including but not limited to providing service over MVC's facilities or those of MVC's affiliates, or connecting and concurring carriers;

3.2.12.2 cause damage to MVC's plant;

3.2.12.3 impair the privacy of any communications of MVC or its customers; or

3.2.12.4 create hazards to any MVC employees or the general public.

3.2.13 Facilities and/or equipment utilized by MVC to provide service to Midcontinent shall remain the property of MVC.

3.2.14 All costs incurred by MVC for providing services to Midcontinent that are not covered in the MVC tariffs or in this Agreement shall be recovered from Midcontinent. MVC shall attempt to provide advance written notice to Midcontinent if MVC expects costs to exceed \$500. MVC may not always be able to provide such notice in the event of unexpected expenses.

3.2.15 The rates applicable to Midcontinent for purchase of services from MVC for resale shall be the retail rate for the telecommunications services as provided in MVC's applicable Local Exchange Tariff less the wholesale discount listed in Appendix A.

3.2.16 Directory assistance and operator handled service are available through a third party provider. These services are not directly provided by MVC and will not be discounted.

3.2.17 Prior to placing any orders for services under this Agreement, the Parties will jointly complete MVC'S "New Customer Questionnaire."

3.2.18 MVC shall provide to Midcontinent, for Midcontinent's end users, E911/911 call routing to the appropriate public safety answering point (PSAP). MVC shall not be responsible for any failure of Midcontinent to provide accurate end user information for listings in any databases in which MVC is required to retain and/or maintain such information. MVC shall provide Midcontinent's end user information to the Automatic Location Identification/Database Management System (ALI/DMS).

3.3 Reseller Responsibilities

3.3.1 Midcontinent will be the customer of record for all services purchased hereunder from MVC. MVC will take service orders from, bill and collect payment from Midcontinent for all services purchased pursuant to this Agreement. Midcontinent alone, not Midcontinent's agents or third parties hired by Midcontinent will be MVC's single point of contact for all services purchased pursuant to this Agreement. MVC will accept a request from another local service provider for conversion of the end user's service from Midcontinent to the other local service provider in accordance with applicable requirements of the FCC and the Commission.

3.3.2 Midcontinent shall resell telecommunications services only to the same class of customers to which MVC sells the services; e.g. residential service may not be resold to business customers. Except where explicitly provided in the MVC Local Exchange Tariff or where MVC otherwise permits such use, Midcontinent shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single line service.

3.3.3 Midcontinent shall not use resold local exchange telephone service to provide access services to interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.

3.3.4 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided

to MVC by Midcontinent in accordance with the practices and procedures established by MVC.

3.3.5 Midcontinent shall not interfere with the right of any person or entity to obtain service directly from MVC.

3.3.6 If MVC determines that an unauthorized change in local service by a local service provider has occurred, MVC will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.

3.3.7 To the extent allowable by law, Midcontinent shall be responsible for primary interexchange carrier (PIC) change charges associated with such local exchange line and trunks. Midcontinent shall pay for PIC changes at the tariffed rate.

3.3.8 Midcontinent is solely responsible for the payment of charges for all services furnished under this Agreement.

3.3.9 MVC shall not be responsible for the manner in which the use of Telecommunications Services or the associated charges are billed to others by Midcontinent.

3.3.10 If Midcontinent does not wish to be responsible for toll, collect, third number billed, 900 calls, last call return, caller originated trace, directory assistance inquiries, operator assistance charges Midcontinent must order blocking services as outlined in the MVC Local Exchange Tariff and pay any applicable charges.

3.3.11 Midcontinent shall be responsible for providing to its end users, and to MVC a telephone number or numbers that Midcontinent end users can use to contact Midcontinent in the event of service or repair requests.

3.4 Establishment of Service

3.4.1 Midcontinent will provide MVC with the necessary documentation to enable MVC to establish a master account for Midcontinent.

3.4.2 Service orders will be submitted in the format designated by MVC. The format shall conform to the formats adopted by the Ordering and Billing Forum or shall require only the information necessary for MVC to process an order, including customer-identifying information, services requested and the date on which service is to commence, be changed or be discontinued.

3.4.3 When MVC receives a properly completed service order from Midcontinent that a customer is subscribing to Midcontinent's services, standard service order intervals for the appropriate class of service will apply.

3.4.4 Except as required by applicable laws or rules, MVC will not require end user confirmation prior to establishing service for Midcontinent's end user customers. Midcontinent must, however, be able to demonstrate lawful end user authorization upon request.

3.4.5 At Midcontinent's request, MVC will provide to Midcontinent's customers per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk, to the extent that MVC provides such blocking capabilities to its customers and to the extent required by law. A nonrecurring charge will apply for any changes.

3.4.6 When ordering Telecommunications Services via a service order, Midcontinent may order from MVC separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis. MVC will accept PIC change orders from Midcontinent for Midcontinent's end users. PIC change fees will not be discounted.

3.4.7 MVC based on a credit check, may require Midcontinent to provide MVC a security deposit to ensure payment of Midcontinent's account.

3.4.7.1 Such security deposit shall be a cash deposit or other form of security acceptable to MVC. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.4.7.2 If MVC determines that a security deposit is required prior to the activation of service, it shall provide notice to Midcontinent within fifteen (15) days following Commission approval of this agreement.

3.4.7.3 The provision of a security deposit does not relieve Midcontinent from complying with MVC's regulations as to prompt payment of bills on presentation and does not constitute a waiver or modification of the provisions of Section 2.4.2.

3.4.7.4 MVC reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In no event shall the deposit exceed twice the highest amount of any previous invoice. MVC shall reduce or eliminate any deposit in accordance with its standard policies governing such deposits after satisfactory credit is established, and shall refund the excess deposit including interest accrued

within forty-five (45) days after determining that the deposit should be reduced or eliminated.

3.4.7.5 In the event this Agreement is terminated by MVC any security deposits will be applied to Midcontinent's account and MVC may pursue any other remedies available by law. To the extent the security deposit exceeds the amounts owed by Midcontinent, MVC will refund the excess including any interest accrued within one hundred and twenty (120) days after termination of the Agreement.

3.4.7.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate MVC tariff shall be paid to Midcontinent during the possession of the security deposit by MVC. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Midcontinent by the accrual date.

3.5 Maintenance of Service

3.5.1 MVC's facilities and equipment provided by MVC shall be maintained solely by MVC or its agent.

3.5.2 Midcontinent or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by MVC without the written consent of MVC.

3.5.3 Midcontinent shall promptly notify MVC of any situations that arise that may result in a service problem.

3.5.4 Midcontinent will be MVC's single point of contact for all repair calls on behalf of Midcontinent's end users with respect to Telecommunications Services.

3.5.5 Midcontinent will contact MVC's repair center in accordance with procedures established by MVC. Midcontinent will refer repair calls to MVC by telephone.

3.5.6 For all repair requests, Midcontinent shall adhere to MVC's prescreening guidelines mutually agreed upon prior to referring the trouble to MVC.

3.5.7 For purposes of this Section, Telecommunications Services is considered restored or a trouble resolved when the quality of Telecommunications Services is equal to that provided before the outage or the trouble occurred.

3.5.8 MVC will bill Midcontinent for handling troubles that are found not to be in MVC's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what MVC charges to its retail customers for the same services.

3.5.9 MVC Maintenance of Service Charges, when applicable, will be billed by MVC to Midcontinent, and not to Midcontinent's end-user customers.

3.5.10 MVC technicians will be dispatched to Midcontinent customer premises pursuant to a repair request being received from Midcontinent.

3.5.11 If trouble cannot be cleared without access to Midcontinent local customer's premises and the customer is not at home, the MVC technician will leave at the customer's premises a "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.

3.5.12 MVC will perform testing (including trouble shooting to isolate any problems) of Telecommunications Services purchased by Midcontinent in order to identify any new circuit failure performance problems.

3.5.13 MVC reserves the right to contact Midcontinent's end users, if deemed necessary, for maintenance purposes.

3.6 Discontinuance of Service

3.6.1 End User Disconnect Procedures

3.6.1.1 At the request of Midcontinent, MVC will disconnect a Midcontinent end user customer.

3.6.1.2 All requests by Midcontinent for denial or disconnection of an end user for nonpayment must be provided to MVC in writing in the manner and format prescribed by MVC.

3.6.1.3 Midcontinent will be solely responsible for notifying the end user of the proposed disconnection of service.

3.6.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Midcontinent.

3.6.1.5 MVC may report annoyance calls to Midcontinent when it is determined that annoyance calls are originated from one of Midcontinent's end user's locations. MVC shall be indemnified, defended and held harmless by Midcontinent against any claim, loss or damage arising from providing this information to Midcontinent. It is the responsibility of Midcontinent to take the corrective action necessary with its customers who make annoying calls. Failure to do so may result in MVC's disconnecting the end user's service. If either party disconnects a customer pursuant to this Section 3.6.1.5 (Midcontinent via instructions to MVC to disconnect service or MVC acting without instructions from Midcontinent), the other Party

shall be indemnified, defended and held harmless by the disconnecting Party against any claim, loss or damage arising from a claim of wrongful disconnection.

3.7 Billing and Payments

3.7.1 Pursuant to this Agreement, MVC shall bill Midcontinent those charges, which Midcontinent incurs as a result of Midcontinent purchasing Telecommunications Services from MVC.

3.7.2 MVC shall provide Midcontinent a monthly bill including all charges incurred by and credits and/or adjustments due to Midcontinent for the Telecommunications Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by MVC to Midcontinent will include:

3.7.2.1 All non-usage sensitive charges which are billed in advance and usage sensitive charges which are billed in arrears;

3.7.2.2 Any previously unbilled non-usage and usage sensitive charges for prior periods; and

3.7.2.4 MVC will also bill to Midcontinent all other charges, including but not limited to 911 and E911 fees, telecommunications relay charges, subscriber line charges, local number portability charges and applicable taxes.

3.7.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due MVC from the Interexchange Carrier.

3.7.4 All end user common line (EUCL) charges, subscriber line charges (SLC), Local Number Portability (LNP) or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

3.7.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

3.7.6 MVC will render bills each month on established bill days

3.7.7 If Midcontinent requests an additional copy(ies) of a bill, Midcontinent will pay MVC a reasonable fee per additional bill copy, unless such copy(ies) was

requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

3.7.8 Payment of all charges will be the responsibility of Midcontinent. MVC is not responsible for payments not received by Midcontinent from Midcontinent's customer. MVC will not become involved in billing disputes that arise between Midcontinent and its customer. Payments made to MVC, as payment on account, will be credited to an accounts receivable master account and not to an end user's account. MVC will not accept payments from Midcontinent's customers to apply on Midcontinent's account.

3.8 Customer Billing Data

3.8.1 End user billing data will be provided according to MVC practices and procedures. Usage data with respect to end users who have subscribed to a local measured service will be provided by MVC to Midcontinent when the end user has been transferred to Midcontinent, and Midcontinent purchases Telecommunications Services from MVC.

3.8.2 MVC will bill and Midcontinent will pay the applicable charges for usage data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

Section 4.0 - DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms maybe defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

"Agreement" refers to the resale agreement signed by both parties.

"Commission" means the North Dakota Public Service Commission.

"Confidential Information" has the meaning set forth in Section 2.14 of this Agreement.

"Parties" means MVC or Midcontinent collectively.

"Party" means either MVC or Midcontinent as applicable.

"Tariff" as used throughout this Agreement refers to the MVC North Dakota tariff filed with the Commission.

“Telecommunications Service(s)” means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, “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 sent and received.

“Work Locations” means any real estate that MVC or Midcontinent owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Section 5.0 - SIGNATURE PAGE

By Signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

Midcontinent Communications
Investor, LLC, Managing Partner
Midcontinent Communications

Nancy A. Vogel
Signature

NANCY A VOGEL
Name Printed/Typed

Business Director / Communications
Title

11/23/04
Date

Missouri Valley Communications, Inc.

Tim Dupic
Signature

Tim DUPIC
Name Printed/Typed

CEO
Title

11/29/04
Date

APPENDIX A – NORTH DAKOTA
LOCAL EXCHANGE SERVICES
RESALE OF SERVICES

The Parties agree the following charges apply to the Resale of Local Service:

1. Nonrecurring Charges

a. Customer Transfer Charge (CTC): The following nonrecurring charges apply when converting a MVC account to a Reseller account or when changing an end user from one reseller to another.

Residence and Business	\$22.20
------------------------	---------

b. Product Specific Nonrecurring Charge: As set forth in MVC tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.

2. MVC shall offer to Midcontinent for resale at wholesale rates from the tariffed pricing Telecommunications Services tariffed with the Commission that MVC provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement. Except as qualified below, MVC telecommunications services shall be available for resale at a 16.15% discount from the tariffed prices.

a. The services not available for resale include but are not limited to the following services:

- Customer Premises Equipment
- Inside Wire
- Dedicated or Switched Access Service
- Promotions of 90 days or less in length
- Non Tariffed items
- Voice Mail
- Toll services
- ADSL
- Operator Services*
- Directory Listing charges
- Nonregulated services
- Directory Assistance Services*

Services marked with an * are available for resale, but not at discounted rates.



ATTORNEYS AT LAW

314 EAST THAYER AVENUE • P.O. BOX 400 • BISMARCK, ND 58502
TELEPHONE (701) 223-2890 • FAX (701) 223-7865 • www.pearce-durick.com

PATRICK W. DURICK

pwd@pearce-durick.com

January 8, 2010

HAND DELIVERED

RECEIVED

JAN 08 2010

Darrell Nitschke
Executive Director
North Dakota Public Service Commission
Capitol
600 East Boulevard, Ninth Floor
Bismarck, North Dakota 58505

PUBLIC SERVICE COMMISSION

Re: Midcontinent Communications/Turtle Mountain Communications, Inc.
PETITION FOR APPROVAL OF INTERCONNECTION AGREEMENT

Dear Mr. Nitschke:

Enclosed for filing are the original and seven copies of MIDCONTINENT COMMUNICATION'S PETITION FOR APPROVAL OF INTERCONNECION AGREEMENT.

This document is also being transmitted electronically to your office. Also enclosed is an extra copy of the Petition to be filed stamped and returned in the self-addressed, stamped envelope.

Thank you for your attention to this matter.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

PEARCE & DURICK

Patrick W. Durick
Counsel to Midcontinent Communications

PWD/ak

Enclosures

cc: Perry Oster (via email)
Annette Bendish (via email)
Nancy Vogel (via email)
J.G. Harrington (via email)

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

Case No.

Midcontinent Communications, a)
South Dakota Partnership,)
)
Complainant,)
)
vs.)
)
Turtle Mountain Communications, Inc.,)
)
Respondent.)

MIDCONTINENT COMMUNICATION'S PETITION FOR APPROVAL OF
AGREEMENT

On April 14, 2008, Midcontinent Communications ("Midcontinent") made a Bona Fide Request to Turtle Mountain Communications, Inc. ("Turtle Mountain") for wholesale resale of telecommunications services that Turtle Mountain provides at retail to subscribers who are not telecommunications carriers for the Bottineau exchange and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive LECs such as Midcontinent for that exchange.

On May 7, 2009, Midcontinent made a Bona Fide Request to Turtle Mountain for wholesale resale of telecommunications services that Turtle Mountain provides at retail

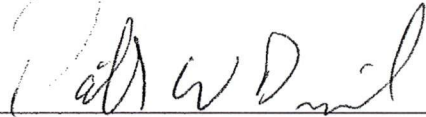
to subscribers who are not telecommunications carriers for the Rolla and Rolette exchanges and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive LECs such as Midcontinent for those exchanges.

Thereafter, Midcontinent and Turtle Mountain voluntarily entered into an INTERCONNECTION AGREEMENT. Said agreement is marked as Exhibit "A" and attached hereto.

WHEREFORE, Midcontinent requests that the Commission enter an Order approving the INTERCONNECTION AGREEMENT pursuant to 47 U.S.C. § 252(e)(1).

Dated this 1st day of January, 2010.

PEARCE & DURICK



PATRICK W. DURICK, ND #03141
Individually and as a Member of the Firm
314 E. Thayer Avenue
P. O. Box 400
Bismarck, ND 58502-0400
(701) 223-2890
(701) 333-0126 - Fax
pwd@pearce-durick.com

Attorneys for Midcontinent Communications

INTERCONNECTION AGREEMENT

BETWEEN

Turtle Mountain Communications, Inc.

AND

Midcontinent Communications

EXHIBIT A

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ATTACHMENTS:

- Interconnection Attachment 1
- Local Number Portability Attachment 2
- Ancillary Services Attachment 3
- Preordering, Ordering, Maintenance and Repair Attachment 4
- Pricing Attachment 5
- Resale Attachment 6
 - Exhibit A
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- Exhibit 1

INTERCONNECTION AGREEMENT

THIS AGREEMENT (“Agreement”) is effective upon approval by the Commission (the “Effective Date”), and is entered into by and between Midcontinent Communications (“Midcontinent” or “CLEC”) with offices at 3901 North Louise Avenue, Sioux Falls, SD 57107 and Turtle Mountain Communications, Inc. (“Turtle Mountain” or “ILEC”) with offices at 501 11th Street West, Bottineau, ND 58318. This Agreement may refer to either Turtle Mountain or Midcontinent or both as a “Party” or “Parties.”

WHEREAS, Turtle Mountain is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of North Dakota and

WHEREAS, Midcontinent is a competitive local exchange Telecommunications Carrier authorized to provide Telecommunications Services in the State of North Dakota; and

WHEREAS, CLEC represents to ILEC that it is a Telecommunications Carrier under the Act and, acting as a Telecommunications 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)) and that by voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its rights under Section 251(f) of the Act or waiving in any manner, express or implied, its exemption from Section 251(c) of the Act as of this time; and

WHEREAS, the Parties agree to interconnect their facilities and exchange Telecommunications Traffic specifically as defined herein; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose
 - 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party’s obligations under Sections 251(a) and (b) of the Act.
 - 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange solely Information Services traffic or to act in any capacity other than as a common carrier. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic 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 in the same manner as other voice traffic. If the FCC determines that IP-Enabled Traffic is other than Telecommunications Service and that IP-Enabled Traffic is not subject to interconnection requirements that are the same as those applicable to telecommunications services in all material respects, including requirements pursuant to Section 251 and 252 of the Act, any IP-Enabled Traffic exchanged under this Agreement shall be subject to the terms of this Agreement 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.

- 1.3 CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate terms and conditions of each Party's access tariffs.
- 1.4 This Agreement is not intended to govern the exchange of traffic generated by Last Mile Providers that are not under common control with CLEC. CLEC will not transmit any traffic to ILEC that is generated by a Last Mile Provider not under common control with CLEC via the facilities and other arrangements contemplated by this Agreement. CLEC further agrees that, prior to transmitting any traffic to ILEC that is generated by a Last Mile Provider that is not under common control with CLEC, CLEC shall negotiate a new agreement for the exchange of such traffic in accordance with the terms of Section 2.2 of this Agreement and, further, if traffic from a Last Mile Provider is transmitted prior to finalized terms associated with Last Mile Provider, all traffic transmitted from CLEC shall be billed at current access rate until such time as an agreement on Last Mile Provider terms and conditions is finalized.

2. Term of the Agreement

- 2.1 This Agreement will commence upon approval by the Commission and has an initial term of two (2) years.
- 2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any negotiations pursuant to a Renegotiation Request or any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties

will continue to provide services to each other pursuant to this Agreement.

- 2.3 If no Party requests renegotiation, but services continue to be provided beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date.
- 2.4 If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

3. Termination of the Agreement

3.1 Termination for Default Not Cured Within Sixty (60) Days

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party may not terminate the Agreement unless it notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of the General Terms and Conditions; or
- 3.1.3 CLEC is adjudicated to not be a common carrier under the Act.
- 3.1.4 CLEC is adjudicated to not be a Telecommunications Carrier under the Act.

3.2 Termination for Insolvency or Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts and not dismissed within thirty (30) days of being instituted; or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

3.3 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release

either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers any facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by all terms of this Agreement with respect to services provided over the transferred facilities pursuant to the terms of this Agreement. 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 or delayed. Any Party asked to consent to an assignment shall be expressly permitted to (i) require proof of financial strength of the proposed assignee reasonably necessary to support the obligations of this Agreement being assumed and (ii) reasonably rely on the results of an investigation of prior complaints filed against or adjudicated against the proposed assignee. Notwithstanding the foregoing, either Party may assign this Agreement to a wholly owned corporate Affiliate by providing prior written notice to the other Party of such assignment or transfer and provided that the assigning entity agrees to remain personally liable to the other Party for all obligations assigned by it. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall

inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Common Carrier Status

8.1 CLEC represents and warrants with respect to all services for which this Interconnection Agreement is sought, that CLEC will (i) offer such services to all potential users indifferently; and (ii) will allow customers to transmit information of the customer's own design and choosing.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill each other on a monthly basis all applicable charges set forth in this Agreement or in Turtle Mountain's Price Schedule. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within twenty (20) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day.

9.2 Undisputed Amounts. Except for amounts disputed in accordance with sections 9.3 & 9.4, the following shall apply:

9.2.1 If payment is not received within thirty (30) days from the bill date, Turtle Mountain may provide written notice to Midcontinent that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If Turtle Mountain does not refuse additional application for service on the date specified in the notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude Turtle Mountain's right to refuse additional applications for service without further notice.

9.2.2 If Midcontinent fails to make any payment following the notice under Section 9.3.1, Turtle Mountain may on thirty (30) days written notice to Midcontinent discontinue the provision of existing services to Midcontinent at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Turtle Mountain does not discontinue the provision of the services involved on the date specified

in the thirty (30) days notice, and Midcontinent noncompliance continues, nothing contained herein shall preclude Turtle Mountain's right to discontinue the provision of the services to Midcontinent without further notice.

9.2.3 If payment is not received within sixty (60) day of notice under Section 9.2.2, Turtle Mountain may terminate this Agreement.

9.2.4 After disconnect procedures have begun, Turtle Mountain shall not accept service orders from Midcontinent until all unpaid charges are paid in full in immediately available funds.

9.3 Disputed Amounts:

9.3.1 The Billed Party shall initiate a dispute on a billed amount only in accordance with section 9.4 ("Disputed Amount") herein. If during any consecutive twelve (12) month period, the Billed Party has unpaid Disputed Amounts in connection with unresolved disputes that exceed a total of \$10,000, such balance will become immediately due. The Billed Party must pay the balance of unpaid Disputed Amounts in full in immediately available funds, or be subject to discontinuance of service upon fifteen days' notice by the Billing Party.

9.4 Billing Disputes

9.4.1 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 dispute shall be resolved in accordance with the Dispute Resolution Section 13. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. If the billed Party has paid the Disputed Amounts and the dispute is resolved such that a refund is required, the Billing Party shall refund the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law in either case calculated from the date the dispute was raised. In addition, the Billing Party may cease the provision of existing services for the nonpayment of unpaid, undisputed amounts in accordance with section 9.2.

9.4.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent

(1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

9.4.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.5 Audits

9.5.1 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the accuracy of the other Party's billing, data, and invoicing in accordance with this Agreement. Any audit shall be: (i) performed following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) performed in a manner so as not to interfere with the audited Party's business operations; and (vi) done in compliance with the audited Party's security rules. Any audit shall be limited in scope only to records relevant in accordance with the services provisioned under this Agreement and shall not include access to records not relevant to investigating the particular dispute. Any billing adjustments made as a result of an audit shall extend no more than one year prior to the time of the audit request. Upon completion of an audit, the Parties shall adjust billing according to the result of the audit.

9.5.2 In addition to the audit provisions herein section 9.3.1, in the event of a dispute with regard to Misclassified Traffic pursuant to section 2.5.2 of the Interconnection Attachment, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a consecutive twelve-month period.

9.6 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

11.1 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 of disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing Proprietary Information to support a request for arbitration, or in connection with Dispute Resolution, provided that the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, 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 may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 11.2 and protective relief has not been obtained by the Disclosing Party.

11.3 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.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

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, 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.

13.1 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 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 Proprietary 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, provided that documents or information that otherwise would be subject to discovery shall not be deemed exempt by virtue of having been transmitted to the other Party in connection with such negotiations.

13.2 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 arbitrator but shall otherwise pay their own expenses associated with the arbitration.

13.3 Continuous Service

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

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 Event 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 condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force

Majeure Event shall be abated.

17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Dakota without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at CLEC's End User Customers, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 **DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

22.2.1 Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (“Indemnified Party”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney’s fees) (“Claims”) by customers of the Indemnifying Party and other third persons, for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, or its Last Mile Provider customers under common control, or the employees, agents or contractors of either of them; and
- (2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities by the Indemnifying Party, its Last Mile Provider customers under common control, or End User Customers of either the Indemnifying Party or its Last Mile Provider customers under common control.

A Party’s indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 In addition to the indemnities in Section 22.2.1 above, the Indemnifying Party shall indemnify and hold harmless the Indemnified Party from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney’s fees) (“Claims”) caused to the Indemnified Party by any third party contracting, directly or indirectly, with the Indemnifying Party for use of the services provided by this Agreement, or otherwise using the Indemnifying Party to deliver traffic to the Indemnified Party’s facilities, including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that the Indemnified Party is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. The Indemnified Party will notify the Indemnifying Party of

information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. The Indemnifying Party will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall reimburse ILEC promptly for all loss incurred by the Indemnified Party. In addition, the Indemnifying Party shall take immediate steps to prevent future problems from the offending third party or parties to the extent they can be identified.

22.2.3 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.
- (2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event, the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.
- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability.

22.3.1 Except for a Party's indemnification obligations under Section 22.2, 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.

22.3.2 Except for a Party's indemnification obligations under Section 22.2, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other 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.

22.3.3 Except for a Party's indemnification obligations under Section 22.2 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 anticipated revenues 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.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party, except that CLEC will indemnify and hold harmless ILEC with respect to any switch configurations or methods performed on ILEC's switches by ILEC for CLEC at the instruction of CLEC that are outside ILEC's practices.

23. Joint Work Product

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

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

25. No Third Party Beneficiaries

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, expressed 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.

26. Notices

All notices to be 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; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

<p>To: Midcontinent Communications</p> <p>Mary Lohnes 5001 W 41st Street Sioux Falls, SD 57106</p>	<p>To: Turtle Mountain Communications</p> <p>Perry Oster Turtle Mountain Communications, Inc. 501 11th Street W Bottineau, ND 58318</p>
<p>With a copy to:</p> <p>J.G. Harrington Dow Lohnes PLLC 1200 New Hampshire Avenue, NW Suite 800 Washington, DC 20036</p>	<p>With a copy to:</p> <p>Don Negaard Pringle & Herigstad 2525 Elk Drive PO Box 1000 Minot, North Dakota 58702-1000</p>

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or by personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any

applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

29. 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. In the event the Commission 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). Notwithstanding the Effective Date in the preamble to this Agreement, the Parties shall begin implementation of the terms and conditions of the agreement upon execution.

30. Taxes and Fees

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 exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided. If either party (Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contests, provided that the Contesting Party is liable for and has paid the tax contested.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that the Party has a legal and valid license to use, except those Marks that the other Party also has a legal and valid license to use.

32. Non-Waiver

Failure of either Party to insist on the 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.

33. Referral Announcements

If CLEC has authorization (Letter of Authorization ("LOA") or third party verification) from an ILEC End User Customer, CLEC may submit a disconnect order on behalf of the ILEC End User Customer. ILEC will offer referral announcement service, which provides the new End User Customer telephone number, to CLEC on the same terms and conditions as ILEC offers to ILEC's end user customers at the retail rate.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year
written below.

TURTLE MOUNTAIN COMMUNICATIONS

MIDCONTINENT COMMUNICATIONS

By: *Kenneth Carlson*

By: _____

Name: Ken Carlson

Name: Nancy Vogel

Title: General Manager

Title: Director of Revenue Assurance

Date: 12-28-09

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

TURTLE MOUNTAIN COMMUNICATIONS

MIDCONTINENT COMMUNICATIONS
BY MIDCONTINENT COMMUNICATIONS INVESTOR,
LLC, MANAGING PARTNER OF MIDCONTINENT
COMMUNICATIONS

By: _____

By: Nancy A Vogel

Name: Ken Carlson

Name: Nancy Vogel

Title: General Manager

Title: Director of Revenue Assurance

Date: _____

Date: 12/8/09

GLOSSARY

1. General Rule

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 Agreement 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.

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), as interpreted in the duly authorized and effective rules and regulations of the FCC.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act. (47 U.S.C. § 153(1)).

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The North Dakota Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 COMMON CONTROL

Common ownership between two or more entities that exceeds 50 percent of the equity of all affected entities. E.g., if a company holds a 51 percent equity interest in one entity, a 56 percent equity interest in a second entity and a 40 percent equity interest in a third entity, the first and second entities will be deemed to be under common control, but the third entity will not be deemed to be under common control with either the first or second entity.

2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.15 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.16 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or by a Last Mile Provider under common control with one of the Parties.

2.17 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

A geographic area defined by the Commission for the provision of Telephone Exchange Service.

2.19 FCC.

The Federal Communications Commission.

2.20 INFORMATION SERVICE.

Shall have the meaning set forth in the Act. (47 U.S.C. §153(20)).

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.23 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.24 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where End User Customer information is originated or terminated utilizing Internet protocol.

2.25 INTERNET PROTOCOL/ENABLED TRAFFIC (IP-ENABLED TRAFFIC)

IP-Enabled Traffic means any internet protocol-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony, and includes Voice-over Internet Protocol (“VOIP”) traffic. For purposes of this Agreement, IP-Enabled Traffic includes:

- (i) Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on an IPC. ISP-Bound traffic

2.26 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the Local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer’s Local/EAS exchange will be considered Switched Access Traffic and subject to access charges. IP-Enabled Traffic is not ISP-Bound Traffic.

2.27 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.28 LAST MILE PROVIDER.

A Last Mile Provider is any entity that owns a physical wireline connection between the End User Customer and CLEC and has an agreement with CLEC. The Last Mile Provider shall provide non-nomadic services and shall be subject at minimum to applicable universal service and emergency service payment obligations.

2.29 LINE INFORMATION DATABASE (LIDB)

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities that provide, among other things, calling

card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.31 LOCAL/EXTENDED LOCAL CALLING SERVICE/EXTENDED AREA SERVICE (LOCAL/EAS) TRAFFIC

Local/EAS Traffic is any call, including IP-Enabled Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or another mandatory local calling area associated with the originating Customer's exchange, as defined and specified in ILEC's local exchange tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP. The local and ELCS exchanges to which this Agreement applies are those listed in Exhibit 1 to this Attachment.

2.32 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act. (47 U.S.C. § 153(26)).

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.34 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.35 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-

Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.36 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.37 OPERATIONS HANDBOOK

Each Party’s Operations Manual will contain its standard operating procedures. It will not supersede this Agreement and if contrary to the terms of the contract, the contract shall control.

2.38 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic. Each Party shall be responsible for all costs on its respective side of the POI.

2.39 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.40 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate and used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.41 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.42 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.43 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.44 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on a Party's network, and is transported through the other Party's Tandem to the Central Office of a third party CLEC, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Tandem to which the originating Party delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.45 TARIFF/PRICE LIST

Any applicable Federal or State tariff/price list of a Party, as amended from time to time.

2.46 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.47 TELECOMMUNICATIONS CARRIER.

For purposes of this Agreement, the term "telecommunications carrier" means any provider of wireline telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.

2.48 TELECOMMUNICATIONS SERVICE.

Shall have the meaning set forth in the Act (47 U.S.C. Section 153 (4)).

2.49 TELECOMMUNICATIONS TRAFFIC.

“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.

2.50 TELEPHONE EXCHANGE SERVICE.

Shall have the meaning set forth in the Act (47 U.S.C. Section 153 (47)).

INTERCONNECTION ATTACHMENT

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS/ISP-Bound Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service to provide an equivalent type Telecommunications Service to the End User Customer.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline Telecommunications Traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not Local/EAS/ISP-Bound Traffic will be considered toll traffic and subject to access tariffs.

2. Responsibility for Traffic

- 2.1 Each Party is responsible for all traffic that it delivers to the Other Party including but not limited to voice traffic, IP-Enabled Traffic, ISP-Bound Traffic and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges by it. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Charges associated with all traffic that each Party terminates to the other Party. Each Party is responsible for delivering originating and terminating traffic between its End User Customers and the POI.
- 2.2 The Parties stipulate that this Agreement does not govern any transiting services and that neither Party will provide any transiting functions under this Agreement.
- 2.3 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to section 6 of this Attachment.
- 2.4 Traffic Types

For the purposes of this Attachment:

- 2.4.1 "Misclassified Traffic" is traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added deleted, changed, and/or incorrectly assigned by the delivering Party or with the delivering Party's

consent in such a way as to cause the traffic to appear to be Local/EAS traffic when it is not such traffic.

2.4.2 “Unclassified Traffic” is any traffic, including that is transmitted without the proper Signaling and Signaling Parameters that should be associated with such traffic.

2.5 Treatment of Misclassified Traffic

2.5.1 The delivery of Misclassified Traffic is prohibited under this Agreement.

2.5.2 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:

2.5.2.1 The terminating Party will notify the originating Party within thirty (30) days of identifying traffic as Misclassified Traffic. Within sixty (60) days of the notification, the terminating Party will provide relevant call detail records or other information, including its reasoning as to why the traffic is misclassified, to the other Party. Upon receipt of such information, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;

2.5.2.2 In addition to the terminating Party’s other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party’s intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with Section 2.5.2.4.

2.5.2.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.

2.5.2.4 If the originating Party disagrees with the terminating Party’s determination that the traffic has been misclassified, the originating Party shall, within sixty (60) days of its receipt documentation of the call detail records or other information pursuant to Section 2.5.2.1 notice from terminating Party, provide the terminating Party written notice of its dispute together with all documentation relied upon in support of its challenge to the terminating Party’s claim. If the Parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the Dispute Resolution procedures of section 13 of this Agreement shall apply.

2.5.2.5 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total traffic delivered by an originating Party during any consecutive

three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to section 2.5.2.4 of this Attachment and section 13 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.

2.5.3 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation shall continue to apply during the pendency of a dispute.

2.6 Unclassified Traffic

If the percentage of total call traffic transmitted with Signaling and Signaling Parameters as listed in Section 6 in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate switched access rates for all Unclassified Traffic for the applicable month. Otherwise, Unclassified Traffic will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.5.3 above, shall apply with respect to the delivery of such traffic.

3. Physical Connection

- 3.1 The Parties agree to physically connect their respective networks, at POI(s) so as to furnish Local/EAS/ISP-Bound Traffic between CLEC and ILEC End User Customers located only in the Exchange Areas stated in Exhibit 1, attached hereto and incorporated herein for all purposes. The exchange of traffic to other ILEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local/EAS/ISP-Bound Traffic originated by and terminated to End User Customers of the Parties to this Agreement, at the POIs located at the ILEC Switches POIs located Switch in Rolla, ND, CLLI code ROLLNDBCRS4 and to any additional POIs established in accordance with Section 3.4.2.2.
- 3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.
- 3.3 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS/ISP-Bound Traffic and toll

traffic. If both local and toll traffic share the same transport facility, the toll traffic must be on a separate DS1 and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.

3.4 Once Direct Interconnection Facilities are established, both Parties will to route all Local/EAS traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency, temporary equipment failure, overflow or blocking. 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.

3.5 Physical Interconnection

3.5.1 ILEC deploys End Office Switches in its network.

3.5.2 Trunk Types

3.5.2.1 Local Interconnection Trunks

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

3.5.2.1.2 If the Parties’ originating Local/ /EAS/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.

3.5.2.2 Direct End Office Trunks

3.5.2.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the exchanges listed in Exhibit 1 of this Attachment.

3.5.2.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between CLEC’s switch and an ILEC End Office and are not switched at a

Local Tandem location. CLEC shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local/EAS Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from CLEC to ILEC must be redirected to route first to the Direct EO Trunk with overflow traffic alternately routed to the appropriate ILEC tandem.

- 3.5.2.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e., no tandem switching will be performed in the End Office.

3.5.2.3 Toll Trunks

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

- 3.5.2.3.2 CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

3.5.2.4 Other Trunk Types: 911 Trunks

- 3.5.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points.

3.5.3 Fiber Meet Point

- 3.5.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of interconnection ("POI"). The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI.

- 3.5.3.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect

their transmission and routing of Local/EAS/ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

- 3.5.3.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.
 - 3.5.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.
 - 3.5.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.
 - 3.5.3.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.
 - 3.5.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.
- 3.6 The Parties will mutually agree on the appropriate sizing of transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").
- 3.7 If CLEC's request requires ILEC to build new facilities (e.g., install new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 3.8 Interface Types:
- 3.8.1 If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
 - 3.8.2 When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC

will provide any DS1 multiplexing required for facilities or trunking at its end.

3.9 Programming:

3.9.1 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. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA-NXX codes properly assigned under wireline guidelines and rules to the exchanges listed in Exhibit 1 shall be part of this Agreement.

3.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities it uses on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party is required to use facilities on its side of the POI that are provided by the other Party or a third party. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS/ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement.

4.1.4 If CLEC's request requires ILEC to build new facilities (e.g., installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will request facilities that require the other Party to build unnecessary facilities.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/EAS/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 therefore compensation for Local/EAS/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.

4.2.2 Compensation for toll/access traffic will be in accordance with each Party's access tariffs, except that CLEC shall not charge access rates that are higher than ILEC rates. In the event that CLEC does not have a filed access tariff for access service, CLEC's rates shall be the ILEC's tariffed access rates.

4.3 For the purposes of compensation under 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.

4.4 Neither Party shall represent Switched Access Traffic as Local/EAS Traffic or as ISP-bound Traffic for any purpose.

5. Routing

5.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree to only assign telephone numbers from an NPA/NXX to an End User Customer physically located in a Rate Center Area with which the NPA/NXX is associated except for FX service as described in Section 5.3 below. If it is discovered that the End User Customer is located outside the Rate Center where the NPA NXX is assigned, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order 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.

5.3 Foreign Exchange Service for the purposes of this Agreement is a service offered over a dedicated facility to an End User Customer from an Exchange Area or Rate Center Area other than the Exchange Area or Rate Center Area from which NPA NXX would normally serve. Traffic associated with the FX customers shall be identified to the other Party and shall be subject to applicable access charges. FX numbers shall not be used to aggregate traffic to originate or terminate to either

Party. Both Parties agree the only Party that would be liable for paying access associated with FX calls is the FX provider

- 5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

6.1 Each party shall provide accurate Calling Party Number (“CPN”) associated with the End User Customer originating the call. Accurate CPN is:

6.1.1 CPN that is a dial-able working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer’s Location.

6.1.2 CPN that has not been altered.

6.1.3 CPN that is not a charged party number.

6.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

6.1.5 CPN that is assigned to an active End User Customer.

6.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.2 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. . ILEC and CLEC are required to provide each other with the proper industry standard 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. For purposes of this Agreement, all Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Charge Number, etc. All privacy indicators will be honored. Signaling information shall be shared, upon request, between the Parties at no charge to either Party

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of network technical specifications, forecasting, and trunk implementation shall be in accordance with the "ILEC" Operations Handbook, consistent with industry standards and the other terms of this Agreement.

7.2 Grade of Service:

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

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps, as applicable, on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties 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.

7.5 Network Harm:

Neither Party will use any service related to or 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 End User 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:

- 7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations for wireline services. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location before and after the port; and be served by the Telecommunications Carrier requesting the port with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.7 N-1 Query.

For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither party shall send un-queried calls to the other.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order: 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts (“CHC”), the Party providing service after the port (“New Service Provider” or “NSP”) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Party providing the porting service (“Old Service Provider” or “OSP”) will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but OSP must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3. Late Notification Changes - Due Date, Coordination.
 - 3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:
 - 3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.
 - 3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.
 - 3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.
 - 3.2 If, following confirmation pursuant to Section 2.2, OSP is not ready within thirty (30) minutes of the scheduled time for a coordinated conversion and NSP is ready, one half of the nonrecurring charges associated with the conversion shall be waived.

4. Obligations of Both Parties.
 - 4.1 NSP is responsible for advising the NPAC of telephone numbers that it ports in

and the associated data as identified in industry forums as being required for number portability.

- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.
- 4.3 To the extent that either Party's network is anticipating or experiencing overload, congestion, or failure, each Party has the right to block default routed calls.
- 4.4 Both Parties are certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End user's telephone number to their switch.
- 4.8 If either Party chooses not to use an LRN that is derived from the NPA-NXX within the local/EAS area of a ported number, that Party shall ensure that the other Party can route traffic via a direct trunk group with a local point of interconnection. The Parties agree that the interconnection point specified in the Interconnection Attachment meets this requirement.

ANCILLARY SERVICES ATTACHMENT

Ancillary Services

1. 911/E-911 Arrangements

1.1 ILEC utilizes Qwest and Rolette and Bottineau Counties for the provision of 911/E-911 services to Rolla, Rolette and Bottineau. The CLEC is responsible for connecting to Qwest and populating the appropriate County's database for Rolla, Rolette and Bottineau. All relations between Qwest and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Qwest and Rolette and Bottineau County's.

1.3 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End-User Customers.

2. Telecommunications Relay Service

Telecommunications Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. Directory Listings and Directory Distribution

3.1 CLEC will be required to negotiate a separate agreement for directory listings, except as set forth below, with ILEC's vendor for directory publications. ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory.

3.2 Listings

CLEC agrees to supply directly to the ILEC's directory publisher vendor on a regularly scheduled basis, and in a format prescribed by the directory publisher, all listing information for CLEC's End Users who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

3.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service End Users in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable

ILEC to perform its directory distribution to CLEC customers. CLEC will pay ILEC for the reasonable and direct cost for directory distribution to CLEC End Users at the rates shown in the Pricing Attachment.

**PRE-ORDERING, ORDERING, PROVISIONING,
MAINTENANCE AND REPAIR**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and Customer Service Record (CSR) will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the representatives will not access the information specified in this subsection without the End User Customer's permission, and verification by the requesting party via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law, that the customer has agreed to the release of this information.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this attachment.
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via e-mail. Parties may mutually agree to add other forms of information exchange.
- 1.6. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (e.g., all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper authorization (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective

action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. The parties agree to comply with the provisions of the each other's operations handbook, which are incorporated by reference in this agreement, and as amended from time to time, provided however, that the party furnishes the other party with a copy of the handbook and relevant amendments in a timely manner.

2.2. Ordering

2.2.1 The New Service Provider (NSP) shall place simple or complex orders for services by submitting a Service Order ("SO") to the Old Service Provider (OSP). A simple order request is defined as a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line (4) does not include a reseller. All orders not meeting these criteria shall be complex orders.

2.2.2 The required Simple Port Service Request (SPSR) fields consist of: Account Number, Telephone Number, Pass Code, and Zip Code, Customer Carrier Name Abbreviation, Purchase Order Number, Desired Due Date/Time, Requisition Type, Company Code, Telephone Number (Initiator), End-User Line Treatment, New Network Service Provider, Supplemental order notice and Version if applicable. The Parties agree to also include the customer address on a simple request.

2.2.3 The New Service Provider must submit requests for Ports on the Standard Local Service Request (LSR) Form.

2.2.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each SO submitted, regardless of whether that SO is later supplemented, clarified or cancelled. An individual SO will be identified for billing purposes by its Purchase Order Number ("PON").

2.2.5 Orders containing less than 5 lines weather simple or complex shall be provisioned using standard intervals.

2.3 Provisioning.

2.3.1 The Parties shall provision services during regular working hours as listed in the operations manual. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's

technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.

- 2.3.2 Cancellation Charges. If the NSP cancels an LSR, after receiving a firm order confirmation (“FOC”) that is consistent with the LSR or after accepting an FOC that proposes a due date different than the LSR but otherwise is consistent with the LSR any costs incurred by the OSP in conjunction with the provisioning of that request will be recovered in accordance with the cancellation charge specified in the Pricing Attachment to this Agreement. The NSP shall not incur a cancellation charge if the OSP misses the due date reflected in an FOC.
- 2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge will be charged at rates specified in the Pricing Attachment to this Agreement.
- 2.3.4 Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.
- 2.2.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party’s plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party’s NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Neither Party has the right to remove or disturb any other connections to the NID, enclosure or protector under the terms of this agreement. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party’s NID enclosures.

3. MAINTENANCE AND REPAIR

- 3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.
- 3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party’s portion of the service (“no trouble found”), the serving

Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the “no trouble found” repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

Both Parties will comply with the applicable FCC and Commission standards and quality of service requirements when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

6. MISCELLANEOUS

6.1 Customer Transfer.

6.1.1 Service orders will be in a standard format designated by ILEC. ILEC format shall not conflict with industry standards nor exceed industry standards.

6.1.2 When notification is received from the New Service Provider that a current End User Customer of Old Service Provider will subscribe to New Service Provider’s service, standard service order intervals for the appropriate class of service will apply.

6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End User for conversion of the End User Customer’s service from New Service Provider to Old Service Provider.

6.1.4 If the OSP determines that the NSP has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The OSP will notify the NSP of the End User Customer complaint, and the NSP may provide proof that the change was authorized. If the NSP is unable to provide such proof, the OSP may assess the NSP, as the LEC initiating the unauthorized change, any charges allowed under the FCC and State rules, including nonrecurring

charges, as set forth in the applicable tariff. These charges can be adjusted if the NSP provides satisfactory proof of authorization.

6.2 Misdirected Calls.

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.)
- 6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.3 Letter of Authorization.

- 6.3.1 The Parties agree that they will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for the NSP's End User Customers except in the case of a local service freeze. The NSP may provide confirmation of an End User Customer's desire to lift a local service freeze in any manner permitted by the FCC's rules, 47 CFR § 64.1190(e) at the time the LSR is submitted, and the OSP shall not contact an End User Customer to verify that the customer intends to lift the freeze..
 - 6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning the customer's local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End User Customers change in service providers.
- 6.4 Pending Orders. Orders placed in the hold or pending status by the NSP will be held for a maximum of thirty (30) calendar days from the date the

order is placed on hold. After such time, the NSP shall be required to submit a new service request. Incorrect or invalid requests returned to the NSP for correction or clarification will be held for thirty (30) calendar days. If the NSP does not return a corrected request within thirty (30) calendar days, OSP will cancel the request.

- 6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in two (2) business days.
- 6.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to each Party's Operations Handbook. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

PRICING ATTACHMENT

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change. UTMA shall provide updated versions of the Tariff prior to the effective date of such change.

A. Resale:

1. Discount from Tariff Retail Rates	17.0%*
2. Non-Pay reconnect Charge	\$ 20.00
3. Seasonal Disconnect Fee	\$ 30.00
4. Selective Router/Line Class Code	
Non-Recurring	\$240.00
Recurring	\$ 40.00
5. Service Order Charge (LSR)	\$ 25.00/request*
6. Service Order Cancellation Charge	\$ 15.00/request*
7. Expedited Due Date in addition to SOC	\$ 32.00/request*
8. Order Change Charge	\$ 15.00/request*

* All Tariff rate elements (both recurring and non-recurring) are applied as stated in the applicable tariff. Rate elements listed in this Attachment are not all inclusive. The services available for resale and subject to the resale discount are listed in the Resale Attachment.

B. General Charges:

1. Technical Labor

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$ 60.00/hr
Overtime (outside normally schld hrs on schld work day)	\$ 90.00/hr
Sunday and Holiday Rate	\$120.00/hr
Trip Charge	\$30.00
Call out	Min 2 hours

Central Office Technician:

Basic Time (normally scheduled hours)	\$ 60.00/hr
Overtime (outside normally schld hrs on schld work day)	\$ 90.00/hr
Sunday and Holiday Rate	\$120.00/hr
Call out	Min 2 hours

Customer Service Representative

Basic Time (Normal Scheduled)	\$ 60.00/hr
Overtime (outside normally schld hrs on schld work day	\$ 90.00/hr
Sunday and Holiday Rate	\$120.00/hr
Call out	Min 2 hours

C. Service Order Charges for Facilities Based Transfer

1. Service Order Charge (LSR)	\$ 25.00/request*
2. Service Order Cancellation Charge	\$ 15.00/request*
3. Expedited Due Date in addition to SOC	\$ 32.00/request*
4. Order Change Charge	\$ 15.00/request*

D. Transport Charges Per Intrastate Access Tariff

E. Directory Distribution

Per Directory Delivered \$5.00*

*Charge per directory distributed in accordance with mailing information provided under Ancillary Services Attachment, Section 3.3: Rate to be adjusted annually starting on the first anniversary of the effective date of this Agreement by a percentage equal to the percentage change in the Consumer Price Index since the previous adjustment.

Attachment 6

Resale

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RESALE

1 Scope

- 1.1 For the Purposes of the Agreement, Resale shall be provided under Section 251
- 1.2 The telecommunications services available for purchase by Midcontinent for the purposes of resale to Midcontinent's End User Customers shall be available at Turtle Mountain's tariffed rates less the wholesale discount and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2 General Provisions

- 2.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of Turtle Mountain's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, Turtle Mountain shall make available to Midcontinent for resale those telecommunications services Turtle Mountain makes available, pursuant to its Local Exchange Services Tariff (LEST) to End User Customer customers who are not telecommunications carriers as listed in Exhibit A. When the provisions of the LEST conflict with the provisions of this Agreement, the provisions of this Agreement shall take precedence.
- 2.2 Midcontinent may purchase resale services from Turtle Mountain for its own use in operating its business.
 - 2.2.1 Midcontinent must resell services to other End User Customers.
 - 2.2.2 Midcontinent cannot be a CLEC for the single purpose of selling to itself.
- 2.3 Midcontinent will be the Customer of Record for all services purchased from Turtle Mountain. Except as specified herein, Turtle Mountain will take orders from, bill and receive payment from Midcontinent for said services.
- 2.4 Midcontinent (not Midcontinent agents or third parties hired by Midcontinent) will be Turtle Mountain's single point of contact for all services purchased pursuant to this Agreement. Turtle Mountain shall have no contact with the End User Customer except to the extent provided for herein. Each Party shall provide to the other a North Dakota toll-free contact number for purposes of repair and maintenance.
- 2.5 Turtle Mountain will continue to bill the End User Customer for any services that the End User Customer specifies it wishes to receive directly from Turtle Mountain. Turtle Mountain maintains the right to serve directly any End User Customer within the service area of Midcontinent. Turtle Mountain will continue

to market directly its own telecommunications products and services and in doing so may establish independent relationships with End User Customers of Midcontinent. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 2.6 When an End User Customer of Midcontinent or Turtle Mountain elects to change his/her carrier to the other Party, both Parties agree to release the End User Customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User Customer's requested service as set forth in the Turtle Mountain Operations Handbook.
- 2.7 Except where otherwise required by law, Midcontinent shall not, without Turtle Mountain's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of Turtle Mountain's or its Affiliates, nor shall Midcontinent state or imply that there is any joint business association or similar arrangement with Turtle Mountain in the provision of Telecommunications Services to Midcontinent's customers.
- 2.8 Current telephone numbers may normally be retained by the End User Customer and are assigned to the service furnished. However, neither Party nor the End User Customer has a property right to the telephone number or any other call number designation associated with services furnished by Turtle Mountain, and no right to the continuance of service through any particular central office. Turtle Mountain reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever Turtle Mountain deems it necessary to do so in the conduct of its business and in accordance with Turtle Mountain's practices and procedures on a nondiscriminatory basis, including without limitation providing Midcontinent customers the same notification of change as Turtle Mountain Customers.
- 2.9 If Midcontinent or its End User Customers utilize a Turtle Mountain resold telecommunications service in a manner other than that for which the service was originally intended as described in Turtle Mountain's retail tariffs, Midcontinent has the responsibility to notify Turtle Mountain. Turtle Mountain will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 2.10 Facilities and/or equipment utilized by Turtle Mountain to provide service to Midcontinent remain the property of Turtle Mountain.

2.11 Service Ordering

2.11.1 Midcontinent must order services according to the Pre-ordering and Ordering Attachment to this Agreement.

2.11.2 Denial/Restoral Charge. In the event Midcontinent provides a list of customers to be denied and restored, rather than a Local Service Request (LSR), each location on the list will require a separate PON and therefore will be billed as one LSR per location.

2.12 Midcontinent shall pay the End User Customer common line charges and any other appropriate Commission approved charges. These charges are set forth in the appropriate Turtle Mountain federal and applicable state tariffs(s) and will apply to each local exchange line furnished to Midcontinent. This charge is not subject to the wholesale discount.

2.13 To the extent allowable by law, Midcontinent shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to Midcontinent for resale.

2.14 Midcontinent is solely responsible for the payment of charges for all service furnished under this Agreement.

2.15 If Midcontinent does not wish to be responsible for toll, collect, third number billed, 900 calls, last call return, caller originated trace, directory assistance inquiries, and operator assistance charges, Midcontinent must order blocking services as outlined in Turtle Mountain's local exchange tariff and pay any applicable charges.

3 Turtle Mountain's Provision of Services to Midcontinent

3.1 Resale of Turtle Mountain services shall be as follows:

3.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions. Midcontinent shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers or voice over internet protocol companies.

3.1.2 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.1.3 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

- 3.1.4 Turtle Mountain can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.1.5 Turtle Mountain will cooperate with law enforcement agencies with subpoenas and court orders relating to Midcontinent's End User Customers, pursuant to Section 21 of the General Terms and Conditions.
- 3.1.6 Turtle Mountain is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Midcontinent or its End User Customers. Law enforcement agency subpoenas and court orders regarding the End User Customers of Midcontinent will be directed to Midcontinent. Turtle Mountain shall be entitled to bill Midcontinent for any cost associated with complying with any requests by law enforcement agencies regarding Midcontinent or Midcontinent's End User Customers.
- 3.1.7 Turtle Mountain reserves the right to periodically audit services purchased by Midcontinent to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Midcontinent shall make any and all records and data available to Turtle Mountain or Turtle Mountain's auditors on a reasonable basis. Turtle Mountain shall bear the cost of said audit. Any information provided by Midcontinent for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 3.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in Turtle Mountain's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User Customer of Turtle Mountain in the appropriate section of Turtle Mountain's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services or End User Customers.
- 3.3 Midcontinent may resell services only within the specific service area as defined in Exhibit B. Midcontinent must have a certificate of operation approved by the Commission to operate in such areas.
- 3.4 Promotions of ninety (90) days or less are not available to CLEC for resale. Promotions of ninety-one (91) days or more are available to CLEC for resale.
- 3.5 If Midcontinent cancels an order for resold services, any costs incurred by Turtle Mountain in conjunction with provisioning of such order will be recovered in accordance with Turtle Mountain's LEST
- 3.6 Service Jointly Provisioned within Third Party Company Areas

- 3.6.1 Turtle Mountain will in some instances provision resold services in accordance with the LEST jointly with a third party telecommunications company.
- 3.6.2 When Midcontinent assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the Turtle Mountain service area only.
- 3.6.3 Midcontinent must establish a billing arrangement with the third party prior to assuming an End User Customer account where such circumstances apply.

4 Establishment of Service

- 4.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Midcontinent will provide Turtle Mountain the necessary documentation to enable Turtle Mountain to establish accounts for resold services (master account) according to the Turtle Mountain Operations Handbook.
- 4.2 Requests for customer service records and local service requests shall be accepted in accordance with the Ordering Attachment.
- 4.3 Turtle Mountain will accept a request directly from the End User Customer for conversion of the End User Customer's service from Midcontinent to Turtle Mountain or will accept a request from another CLEC/CMRS for conversion of the End User Customer's service from Midcontinent to such other CLEC/CMRS. Upon completion of the conversion Turtle Mountain will notify Midcontinent that such conversion has been completed.

5 Discontinuance of Service

- 5.1 The procedures for discontinuing service to an End User Customer are as follows:
 - 5.1.1 Turtle Mountain will deny service to Midcontinent's End User Customer on behalf of, and at the request of, Midcontinent. Upon restoration of the End User Customer's service, denial/restoral charges will apply and will be the responsibility of Midcontinent.
 - 5.1.2 At the request of Midcontinent, Turtle Mountain will disconnect a Midcontinent End User Customer.
 - 5.1.3 All requests by Midcontinent for denial or disconnection of an End User Customer for nonpayment must be in writing.
 - 5.1.4 Midcontinent will be made solely responsible for notifying the End User Customer of the proposed disconnection of the service.

5.1.5 Turtle Mountain may report annoyance calls to Midcontinent when it is determined that annoyance calls are originated from one of its End User Customer's locations. Turtle Mountain shall be indemnified, defended and held harmless by Midcontinent and/or the End User Customer against any claim, loss or damage arising from providing this information to Midcontinent. It is the responsibility of Midcontinent to take the corrective action necessary with its End User Customers who make annoying calls. (Failure to do so will result in Turtle Mountain's disconnecting the End User Customer's service.)

5.2 Permanent Disconnects. Midcontinent will return the disconnected resale number immediately following the disconnect. Turtle Mountain will be responsible for the message and aging of the number. Both service order and central office non-recurring charges are not applicable.

6 Maintenance of Services

6.1 Services resold pursuant to this Agreement and Turtle Mountain's LEST and facilities and equipment provided by Turtle Mountain shall be maintained by Turtle Mountain.

6.2 Midcontinent or its End User Customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Turtle Mountain except with the written consent of Turtle Mountain.

6.3 Midcontinent accepts responsibility to notify Turtle Mountain of situations that arise that may result in a service problem.

6.4 Maintenance and repair process is addressed in the Ordering Attachment.

6.5 For all repair requests, Midcontinent shall adhere to Turtle Mountain's prescreening guidelines prior to referring the trouble to Turtle Mountain.

6.6 Midcontinent shall be Turtle Mountain's single point of contact for all repair calls on behalf of Midcontinent's End User Customers with respect to resold services.

6.7 For purposes of this Section, Telecommunications Services is considered restored or a trouble resolved when the quality of services is equal to that provided before the outage or trouble occurred.

6.8 Turtle Mountain reserves the right to contact Midcontinent's End User Customers, if deemed necessary, for maintenance purposes. Turtle Mountain shall provide reasonable notice to Midcontinent prior to *any* scheduled maintenance event and shall, to the extent practicable, provide notice if it intends to contact Midcontinent End User Customers directly during such a maintenance event.

- 6.8 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

7 Ancillary Services

7.1 N11

7.1.1 Turtle Mountain shall provide 911/E911 for Midcontinent customers in the same manner that it is provided to Turtle Mountain customers. Turtle Mountain shall provide and validate Midcontinent customer information to the Public Service Answering Point (PSAP). Turtle Mountain shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Midcontinent customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services. Turtle Mountain shall not be responsible for any failure of Midcontinent to provide accurate End User Customer information for 911 or listings in any databases in which Turtle Mountain is required to retain and/or maintain such information.

7.1.2 Midcontinent shall instruct Turtle Mountain where to route direct 611 and 411 dialed by Midcontinent resold customers. Midcontinent shall incur all trunking expenses associated with routing of such 411 and 611 calls. All other N11 calls will be routed according to the requirements of the government agency providing the N11 services.

7.2 Directory

7.2.1 Subject to Turtle Mountain's practices, as well as the rules and regulations applicable to the provision of White Pages directories, Turtle Mountain will include in appropriate White Pages directories the primary alphabetical listings of all Midcontinent End User Customers located within the local directory scope. The rules, regulations and Turtle Mountain practices are subject to change from time to time.

7.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by Midcontinent for its End User Customers on a per listing basis.

7.2.3 Liability relating to End User Customer Listings

7.2.3.1 Midcontinent hereby releases Turtle Mountain from any and all liability for damages due to errors or omissions in Midcontinent's End User Customer listing information as provided to Turtle Mountain under this Attachment, and/or Midcontinent's End User Customer listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.2.3.2 Midcontinent shall indemnify, protect, save harmless and defend Turtle Mountain and Turtle Mountain's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in End User Customer listing information provided by Midcontinent, including any error or omission related to non-published or non-listed End User Customer listing information. Midcontinent shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Midcontinent and Turtle Mountain, and/or against Turtle Mountain alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in Midcontinent's End User Customer listing information in the White Pages directory, Turtle Mountain may, at its option, assume and undertake its own defense, or assist in the defense of Midcontinent, in which event Midcontinent shall reimburse Turtle Mountain for reasonable attorney's fees and other expenses incurred by Turtle Mountain in handling and defending such demand, claim and/or suit.

7.2.4 Each Midcontinent subscriber will receive one copy per primary End User Customer listing of Turtle Mountain's White Pages directory in the same manner and at the same time that they are delivered to Turtle Mountain's subscribers.

7.3 Operator Services (Operator Call Processing and Directory Assistance)

7.3.1 Turtle Mountain Contracts with a Third Party for Operator Call Processing, (OCP) which provides operator handling for call completion (for example, collect, third number billing, and manual calling-card calls).

7.3.2 Upon request from Midcontinent for OCP, Turtle Mountain shall route calls to the Third Party Operator Services Provider for Call Processing. Turtle Mountain shall charge Midcontinent the same rates as other Turtle Mountain local service customers are charged for the following OCP services:

- 7.3.2.1 Process calls that are billed to Midcontinent End User Customer's calling card.
 - 7.3.2.2 Process person-to-person calls.
 - 7.3.2.3 Process collect calls.
 - 7.3.2.4 Provide the capability for callers to bill a third party and shall also process such calls.
 - 7.3.2.5 Process station-to-station calls.
 - 7.3.2.6 Process operator-assisted DA calls.
 - 7.3.2.7 Adhere to equal access requirements, providing Midcontinent local End User Customers the same IXC access that Turtle Mountain provides its own operator service.
 - 7.3.2.8 Exercise at least the same level of fraud control in providing Operator Service to Midcontinent that Turtle Mountain provides for its own operator service.
 - 7.3.2.9 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 7.3.3 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards. The Midcontinent designated trunk group shall use Modified Operator Services Signaling (MOSS), where technically feasible and subject to the completion of successful testing.
- 7.4 Directory Assistance Service
- 7.4.1 DA Service provides local and non-local End User Customer telephone number listings with the option to complete the non-local call at the caller's direction separate and distinct from local switching.
 - 7.4.2 DA Service shall provide up to two listing requests per call, if available and if requested by Midcontinent's End User Customer at rates charged to other Turtle Mountain customers. Turtle Mountain shall provide caller-optional directory assistance call completion service at rates set by third party service provider.
 - 7.4.3 Directory Assistance Service Updates

7.4.3.1 Turtle Mountain shall update End User Customer listings changes on the same schedule as Turtle Mountain updates its own customer listings. These changes include:

7.4.3.1.1 New End User Customer connections

7.4.3.1.2 End user disconnections

7.4.3.1.3 End user address changes

7.4.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.5 Selective Call Routing using Line Class Codes (SCR-LCC)

Turtle Mountain is capable of providing SCR-LCC to Midcontinent so that Midcontinent can directly provide operator services to the resold customers. If Midcontinent decides to purchase this service, terms and conditions and pricing shall be negotiated between the Parties.

7.5.1 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

8 Line Information Database

8.1 Turtle Mountain will store in its Line Information Database (LIDB) records relating to service only in the Turtle Mountain region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

8.2 Turtle Mountain will provide LIDB Storage upon written request to Midcontinent's Account Manager stating a requested activation date.

9 Usage Records

9.1 Turtle Mountain shall bill Midcontinent for all the usage of operator assistance or directory services generated by their End User Customers.

9.2 Turtle Mountain will provide Usage Data for completed calls only for service offerings that Turtle Mountain records for itself (e.g., Local Measured Services) and recordings performed on behalf of Turtle Mountain for operator services and directory assistance.

9.3 The usage information shall be provided once per month via the Turtle Mountain E-bill system.

Exhibit A

EXCLUSIONS & LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

Type of Service		North Dakota	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days (Note 2)	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	No	No
4	N11 Services	No	No
5	Federal Subscriber Line Charges	Yes	No
6	Nonrecurring Charges	Yes	No
7	Public Telephone Access Svc (PTAS)	Yes	Yes
8	Voice Mail	No	No
9	Private Line including FX (Note 3)	No	No
10	Employee Discount	No	No
11	Centrex	No	No
12	Alarm Circuits	No	No
13	Special Listings	No	No
14	Lifeline (Note 4)	No	No
15	Deregulated services – Inside wire, ISP, Toll, etc.	No	No
16	Volume Discounts	No	No

Applicable Notes:

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to End User Customers who would have qualified for the promotion had it been provided by Turtle Mountain directly.
3. Midcontinent can order services from the access tariff
4. Midcontinent would apply directly for Lifeline support
5. Special listings are any listings other than the standard listings included with a class of telephone service purchased by Midcontinent for resale. Examples of special listings would include bold-faced type and large type listings.

9.1.1 AREA OF RESALE

Exchange Name

Bottineau, North Dakota
Rolette, North Dakota
Rolla, North Dakota

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Exhibit)

- A. Billing number - a number used by Turtle Mountain for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by Turtle Mountain that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by Turtle Mountain in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by Turtle Mountain.
- E. PIN number - a four-digit security code assigned by Turtle Mountain that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Midcontinent.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by Turtle Mountain and toll billing exception indicator provided to Turtle Mountain by Midcontinent.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators,

station type and Account Owner provided to Turtle Mountain by Midcontinent for originating line numbers.

- L. Account Owner - name of the local exchange telecommunications company that is providing dial tone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which Turtle Mountain agrees to store in its LIDB certain information at the request of Midcontinent and pursuant to which Turtle Mountain, its LIDB customers and Midcontinent shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Midcontinent's provision of billing number information to Turtle Mountain for inclusion in Turtle Mountain's LIDB. Midcontinent understands that Turtle Mountain provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Midcontinent, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to Midcontinent's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.
- B. The Midcontinent LIDB information shall be used for the following purposes:
 - 1. Billed Number Screening. Turtle Mountain is authorized to use the billing number information to determine whether Midcontinent has identified the billing number as one that should not be billed for collect or third number calls.
 - 2. Calling Card Validation. Turtle Mountain is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Turtle Mountain, and where the last four digits (PIN) are a security code assigned by Turtle Mountain.
 - 3. OLNS. Turtle Mountain is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Midcontinent from which a call originates.

4. GetData. Turtle Mountain is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Midcontinent indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

III. Responsibilities of the Parties

- A. Turtle Mountain will administer all data stored in the LIDB, including the data provided by Midcontinent pursuant to this Agreement, in the same manner as Turtle Mountain's data for Turtle Mountain's End User Customer customers. Turtle Mountain shall not be responsible to Midcontinent for any lost revenue which may result from Turtle Mountain's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by Turtle Mountain in its sole discretion from time to time.
- B. Billing and Collection Customers

Turtle Mountain currently has in effect numerous billing and collection agreements with various interexchange carriers (IXCs) and billing clearing houses and as such these billing and collection customers (B&C Customers) query Turtle Mountain's LIDB to determine whether to accept various billing options from End User Customers. Until such time as Turtle Mountain implements in its LIDB and its supporting systems the means to differentiate Midcontinent's data from Turtle Mountain's data, the following shall apply:

1. Turtle Mountain will identify Midcontinent End User Customer originated long distance charges and will return those charges to the IXC as not covered by the existing B&C agreement. Midcontinent is responsible for entering into the appropriate agreement with IXCs for handling of long distance charges by their End User Customers.
2. Turtle Mountain shall have no obligation to become involved in any disputes between Midcontinent and B&C Customers. Turtle Mountain will not issue adjustments for charges billed on behalf of any B&C Customer to Midcontinent. It shall be the responsibility of Midcontinent and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Midcontinent will not be charged a fee for storage services provided by Turtle Mountain to Midcontinent, as described in this LIDB Resale Storage Agreement.

- B. Sales, use and all other taxes (excluding taxes on Turtle Mountain's income) determined by Turtle Mountain or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Midcontinent in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Exhibit 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

Exchanges in Local Calling Area	Midcontinent NPA/NXX	Turtle Mountain NPA/NXX
Bottineau	701-534	Bottineau (701-228& 201& 480& 871) Antler (701-267) Dunseith (701-244& 472) Kramer (701-359) Landa (701-295) Maxbass (701-268) Metigoshe (701-263) Newburg (701-272) Rolette (701-246& 560) Souris (701-243) Westhope (701-245) Willow City (701-366)
Rolette	701-560	Rolette (701-246) Bottineau (701-201& 228& 480& 534& 871) Bisbee (701-656) Dunseith (701-244& 472) Rolla (701-477& 278&550& 953)
Rolla	701-953	Rolla (701-477& 278& 550) Rolette (701-246& 560) Dunseith (701-244&472)

Any NPA-NXX codes added to the local calling areas or EAS areas for these exchanges during the term of this Agreement shall be deemed to be added to the list above.