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RECEIVED

OCT 16 2012

PUBLIC SERVICE COMMISSION

October 16, 2012

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Transport and Termination of Extended Area Service (EAS) Traffic Agreement
between Northwest Communications Cooperative and Midcontinent
Communications

Dear Mr. Nitschke,

John Staurulakis, Inc. is filing the enclosed agreement on behalf of Northwest Communications Cooperative. Enclosed for filing and approval by the Commission are the original and two (2) copies of the Transport and Termination of Extended Area Service (EAS) Traffic Agreement between Northwest Communications Cooperative and Midcontinent Communications.

With this mailing, you will find enclosed a copy of this transmittal letter marked "File Stamp Copy" to be stamped and returned to JSI as confirmation that the hard copies of this filing have been received by the Commission. Please return the stamped copy of this transmittal letter in the envelope provided for this purpose.

If there are any questions regarding this filing, please feel free to contact me at (301) 459-7590 or at vwimer@jsitel.com.

Thank you for your assistance with this matter.

Sincerely,

Valerie Wimer
Vice President
John Staurulakis, Inc.

Enclosures

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9430 Research Blvd.
Austin, Texas 78759
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PU-12-772 Filed 10/16/2012 Pages: 24

Agreement for Transport and Termination of Extended Area Service (EAS) Traffic
Northwest Communications Cooperative, a Cooperative Association
Valerie Wimer, VP

AGREEMENT

for the

TRANSPORT AND TERMINATION OF
EXTENDED AREA SERVICE (EAS) TRAFFIC

Between

Northwest Communications Cooperative

and

Midcontinent Communications

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Northwest Communications Cooperative. ("NCC"), a North Dakota cooperative with offices at 111 Railroad Ave, Ray, ND 58849 and Midcontinent Communications ("Midco"), a South Dakota general partnership with offices at 3901 North Louise, Sioux Falls, SD 57107. This Agreement may refer to either NCC or Midco as a "Party" or to both NCC and Midco as the "Parties."

RECITALS

WHEREAS, NCC and Midco are local exchange carriers authorized to provide telecommunications services in the State of North Dakota; and

WHEREAS, NCC is a rural telephone company under the Telecommunications Act and retains its rural exemption under 47 USC § 251(f).

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the State of North Dakota; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, NCC's service and network responsibilities cannot and do not extend beyond NCC's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "Commission" means the North Dakota Public Service Commission.
- 1.3 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for 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 traffic of the call. "SS7" means 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").
- 1.4 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.
- 1.5 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.6 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 1.7 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 1.8 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas, and is consistent with the service area within which ILEC end user customers may make landline-to-landline calls without incurring a toll charge, as established by ILEC for the originating Local Service Exchange Area's General Subscriber Service Tariff.
- 1.9 "Extended Area Services Traffic" ("EAS Traffic") is any call, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one Exchange Area and terminates to an End User Customer physically located in either the same Exchange or another Exchange Area with a mandatory local calling area associated with the originating End User Customer's Exchange Area, as defined and specified in NCC's local exchange tariff. As clarification of this definition and for reciprocal transport and termination compensation, EAS Traffic does not include ISP-Bound Traffic.
- 1.10 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "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 Exchange Area that is within the 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 EAS exchange will be considered Switched Access Traffic and subject to access charges. For purposes of this Agreement, VoIP-PSTN Traffic is not ISP-Bound Traffic. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.13 "Local Exchange Carrier" or "LEC" is any common carrier authorized by the Commission to provide local exchange and exchange access services.

1.14 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.15 "NXX Code" means a ten thousand (10,000) block or a one thousand (1000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.16 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of NCC, where the Parties connect their networks for the exchange of EAS Traffic.

1.17 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.18 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.19 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.20 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.21 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

1.22 VoIP-PSTN Traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it

originates from and/or terminates to an end-user customer of a service that requires Internet protocol compatible customer premises equipment.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of NCC, Midco or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

Pursuant to 47 C.F.R. §51.100(b) Midco may exchange Information Service traffic over the interconnection arrangement with NCC, so long as it is offering Telecommunications Services through the same arrangement as well. At this time, the FCC has not determined if VoIP Service is Telecommunications Service, but for the purpose of inter-carrier compensation, the FCC has encompassed VoIP-PSTN Traffic in section 251(b)(5).

3.1.2 This Agreement only applies to the traffic between the Midco and NCC for their specific Local Service Exchange Areas specified in Exhibit 1. It will constitute a default of this Agreement for a Party to deliver over the connecting network facilities any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3 unless otherwise agreed to in writing by the Parties. This Agreement does not provide for Midco to originate or terminate traffic to Midco customers located in NCC's Local Exchange Areas or NCC to originate or terminate traffic to NCC Customers located in Midco Local Exchange Areas.

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two

specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

Pursuant to Section 11, 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. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call.

3.1.4 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service and are physically located in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; (e) provide Calling Party Number on all EAS Traffic delivered to the other Party and (f) will not change, substitute, or modify the Calling Party Number or any other signaling information. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

3.1.5 If a Party violates (the "Violating Party") any of the terms, warranties or representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a audit or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. In addition, the Violating Party shall pay the other Party access charges for any traffic that does not meet the identification requirement, or is found to be non-EAS traffic.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement except that the Parties may use a third party Transport to reach the POC or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude 911 traffic.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and

without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever the originating Party delivers traffic to the terminating Party for termination on the terminating Party's network, if the originating Party cannot determine, because of the manner in which the terminating Party has utilized its NPX-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, the originating Party will charge the terminating Party originating intrastate exchange access charges for the originating usage pursuant to the access charge terms, conditions, and rates that the appropriate Party applies to other intraLATA toll providers. For traffic in the other direction, if either Party deploys NPA-NXX codes in such a manner that the terminating Party cannot determine whether the traffic delivered to the terminating Party's network by the originating Party is EAS traffic or whether the traffic is interexchange toll or access traffic, the terminating Party will charge the originating Party terminating intrastate access charges for the originating usage pursuant to the access charge terms, conditions, and rates that the appropriate Party applies to other intraLATA toll providers.

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC AND VoIP-PSTN TRAFFIC

ISP Traffic and VoIP-PSTN Traffic shall be treated in the same way as other traffic under this Agreement, including without limitation being subject to the provisions of Subsection 3.4, Subsection 13.7 Section 5.0 and Exhibit 1.

3.6 ROUTING

- 3.6.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 3.6.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the 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.
- 3.6.3 Once Midco has been assigned numbers from NANPA, Midco shall assign numbers within those codes or blocks only to end users physically located in the Rate Center Area of the relevant ILEC. The Parties may provide an FX or FX-like services only if the Party assigning the FX number assumes responsibility for transporting the call from the subscriber's physical location to a location within the Rate Center associated with the telephone number (such as FX service) via a dedicated facility or reverse billing of toll charges. Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, call to such numbers shall be subject to access charges.

- 3.6.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 3.6.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

4.0 INTERCONNECTION PROVISION

4.1 INTERCONNECTION

4.1.1 Parties agree to exchange traffic at a mutually agreed upon location. This traffic exchange may be accomplished by a direct connection.

4.1.2 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

4.1.3 Parties agree that interconnection shall be achieved via the installation of Interconnection Facilities at a POC on NCC's network within the NCC's Service Area. Each party will be responsible for provisioning, engineering and maintaining its network on its side of the POC. Each Party will be financially responsible for that portion of the facility on its side of the POC. The Parties will initially use a DCN facility to interconnect. Midcontinent, no sooner than one year after the effective date of this agreement and on 90 days notice, may opt to use a different transport provider as long as the POC location is not changed. Midcontinent shall compensate NCC for any NCC facilities used in accordance with Section 5.2. Any other changes to the facility used for interconnection or POC shall be negotiated.

4.1.4 Trunk Types

4.1.4.1. EAS Interconnection Trunks

4.1.4.1.1. The Parties will establish a local trunk group for the exchange of EAS Traffic, and ISP-Bound Traffic ("EAS Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all EAS Traffic, and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA or IntraLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over EAS Interconnection Trunks. MIDCO shall establish an EAS Interconnection Trunk group between the MIDCO network and the NCC end office.

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

4.1.4.2. Toll Trunks

4.1.4.2.1. Toll traffic shall not be routed on the EAS Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the

Direct Interconnection Facility. Standard access compensation arrangements from each Party's respective tariffs will apply to traffic terminated over the toll trunks.

4.1.4.3. MIDCO shall route appropriate traffic to the respective NCC switches on the trunk groups as specified in this Agreement. NCC shall route appropriate traffic to MIDCO network on the trunk group or trunk groups as specified in this Agreement.

4.1.4 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1 level. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties will provision two-way trunking arrangements. The trunks shall be with designed blocking objective of at a minimum of P.01. Additional trunks shall be provided when needed as the blocking objective is approached. The need for additional trunks will be determined by a mutual study of busy line conditions and either Party may suggest that such a study be initiated.

4.1.5 Except as provided in Subsection 3.5 above, each Party is individually responsible for the provision and maintenance of facilities on its side of the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

4.1.6 Midco shall issue an ASR to NCC for ordering Local Interconnection Trunks. Midco shall use ordering procedures listed in the appropriate NCC tariff and standard intervals will apply.

4.2 SIGNALING

4.2.1 Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections. Signaling information shall be shared between the Parties based upon bill and keep compensation.

4.2.2 Signaling Parameters: NCC and Midco are required to provide each other the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP ("Unclassified Traffic") will be handled in the following manner. The remaining five percent (5%) of Unclassified traffic will be treated as having the same

jurisdictional ratio as the ninety-five (95%) of classified traffic. If the Unclassified Traffic exceeds five percent (5%) of the total traffic, all the Unclassified Traffic shall be billed at a rate equal to access charges. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

4.3 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability including anticipated peak calling activities.

5.0 COMPENSATION

5.1 Traffic Compensation

Parties anticipate that the traffic exchanged herein will be in balance. Except as provided in Subsection 3.4 and 5.2, the Parties will transport and terminate each other's EAS Traffic on a bill and keep basis (i.e., without compensation paid by either Party to the other Party).

5.2 Facilities Compensation

- 5.2.1 For Direct Interconnection Facilities, Midco may lease facilities from NCC, lease facilities from a third party or construct its own facilities to reach the POC.
- 5.2.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POC. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POC. 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 POC.
- 5.2.3 If Midco chooses to lease Direct Interconnection Facilities from the NCC to reach the POC, Midco shall compensate NCC for such leased Direct Interconnection Facilities used to interconnect with NCC's network for the transmission and routing of Local/ /EAS/ISP-Bound Traffic at the rates contained in the NCC's tariffs or Price List.
- 5.2.4 Midco may use a third party carrier's facilities for purposes of establishing interconnection with NCC. In such case, on behalf of Midco, the third party carrier will connect dedicated facilities with NCC. Midco shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall NCC be responsible for payment to the third party carrier. Midco will establish interconnection initially by utilizing facilities of DCN.

6.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY

MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

7.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. Except as provided in Subsections 3.4 and 3.5 above, no non-recurring charges will apply with respect to any of the terms of this Agreement.

8.0 INDEMNIFICATION

8.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 8.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

8.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

8.3 In addition to its indemnity obligations under Sections 8.1 and 8.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any

10.3.2 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 this Attachment.

10.3.3 Midco is adjudicated to not be a Telecommunications Carrier under the Act.

10.3.4 Midco is adjudicated to not be a common carrier by the Commission or a court of competent jurisdiction

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

11.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If 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). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

11.3 The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under §252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission 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).

12.0 SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement remains in full force and effect and is not affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party in accordance with Section 10.0.

13.0 MISCELLANEOUS

13.1 AUTHORIZATION

13.1.1 NCC is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

13.1.2 Midco is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**13.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES;
INDEPENDENT CONTRACTOR**

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a 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 by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party 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.

13.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

13.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

13.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which

employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

13.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

13.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the State of North Dakota without regard to its conflict of laws principles.

13.6 TAXES

13.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

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.

13.6.1 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

13.7.1 Because of the mutual benefits related to the subject matter of this Agreement, except for charges that arise pursuant to Subsection 3.4 or as may be set forth in Exhibit 1, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.4 and/or Exhibit 1, the following terms and conditions set forth in this Section 13.7 apply.

13.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill. All bills

Consequential Damages (as defined in subsection 9.2, below).

9.0 LIMITATION OF LIABILITY

9.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 9. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

9.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 8.

9.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

10.0 TERM AND TERMINATION

10.1 This Agreement is effective on the date on which this Agreement is approved by the Commission, if such approval is required, or ten-days following the last date of signature on this Agreement if such approval is not required, and continues in force and effect unless and until terminated as provided herein. The initial term of the Agreement is two-years and the Agreement will automatically renew for successive twelve-month terms unless terminated pursuant to 10.2.

10.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days prior to the end of the current term.

10.3 Termination for Default Not Cured Within Thirty (30) 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 notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof, provided that a default pursuant to Section 10.3.1 shall not result in termination until the processes described in Section 13.18 have been completed. Default means any one or more of the following:

10.3.1 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

must be issued within two years of the provision of services. The billed party must dispute any bill within two years of bill receipt.

13.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

13.7.4 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") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

13.7.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

13.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 13.7.5, then either Party may proceed under the dispute resolution provisions of Section 13.8.

13.7.7 The Parties agree that all negotiations pursuant to this subsection 13.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

13.7.8 Any undisputed amounts not paid when due will 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 applicable law.

13.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

13.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Northwest Communications Cooperative

PO Box 35

111 Railroad Avenue
Ray, ND, 58849-0038

And

To: Midcontinent Communications
3901 North Louise Avenue
Sioux Falls, SD 57107

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

13.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

13.11 NO LICENSE

13.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

13.11.2 Neither Party has 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 Party or its customers based on or arising from any claim, demand, or proceeding by any third party 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

13.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

13.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

13.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

13.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that NCC is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded NCC under 47 USC § 251(f).

13.15 ENTIRE AGREEMENT

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party is bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

13.16 COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which together shall constitute one and the same instrument.

13.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

13.18 DEFAULT

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

13.19 AUDIT AND REVIEW

13.19.1 Each Party is responsible for the accuracy of its data as submitted to the other Party. Subject to confidentiality terms in Section xx, upon thirty (30) days prior written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

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13.19.2. If the Parties cannot agree as to the scope, data requirements, duration or any other aspect of the review, then such dispute shall be resolved in accordance with the Dispute Resolution provisions in Section 13.8 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date of signature on this Agreement.

Northwest Communications Cooperative.

By Mike Steffan

Printed Mike Steffan

Title General Manager/CEO

Date: 10-12-2012

Midcontinent Communications

By _____

Printed _____

Its _____

Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

Date: _____

Agreement, which reviews shall be no more frequently than once in any twelve (12) month period. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours. Such review will take place at a time and place and within a scope as agreed on by the Parties no later than sixty (60) days after notice thereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date of signature on this Agreement.

Northwest Communications Cooperative.

By _____

Printed _____

Title _____

Date: _____

Midcontinent Communications

By Nancy A. Vogel

Printed Nancy A. Vogel

Its Director of Revenue Assurance

Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

Date: 9/28/12

EXHIBIT 1

1. **POINT OF CONNECTION ("POC"):** Ray, ND CO [RAY-NDXADS2]

2. **NCC LOCAL SERVICE AREAS COVERED BY THIS AGREEMENT**

NCC Exchanges

Epping (701-859)

Marmon (701-826)

Round Prairie (701-875)

Midco Exchanges

Williston (701-609-5xxx)

3. **PRICING SCHEDULE**

SERVICE

CHARGE

Compensation

Tandem Interconnection

End Office Termination

N/A

Bill and Keep

* Pursuant to the terms of this Agreement.

Approved and executed this _____ day of _____, 2012.

Northwest Communications Cooperative

By _____

(Printed) _____

Title _____

Date _____

Midcontinent Communications

By Nancy A. Vogel

(Printed) Nancy Vogel _____

Its Director of Revenue Assurance

Midcontinent Communications Investor, LLC,
Managing Partner of Midcontinent Communications

Date 9/28/12

1. POINT OF CONNECTION ("POC"): Ray, ND CO [RAY-NDXADS2]
2. NCC LOCAL SERVICE AREAS COVERED BY THIS AGREEMENT

<u>NCC Exchanges</u> Epping (701-859) Marmon (701-826) Round Prairie (701-875)	<u>Midco Exchanges</u> Williston (701-609-5xxx)
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3. PRICING SCHEDULE

SERVICE	CHARGE
Compensation	
Tandem Interconnection	N/A
End Office Termination	Bill and Keep

* Pursuant to the terms of this Agreement.

Approved and executed this 12th day of October, 2012.

Northwest Communications Cooperative

By Mike Steffan

(Printed) Mike Steffan

Title General Manager / CEO

Date 10-12-2012

Midcontinent Communications

By _____

(Printed) Nancy Vogel _____

Its Director of Revenue Assurance

Midcontinent Communications Investor, LLC,
Managing Partner of Midcontinent Communications

Date _____