

FIRST ADDENDUM TO INTERCONNECTION AGREEMENT

This First Addendum to Interconnection Agreement is entered into by and between **Midcontinent Communications** (Midcontinent) and **Northern Valley Communications, LLC** (NVC). Midcontinent and NVC are each a party and collectively the parties to this Agreement.

RECITALS

1. The parties entered into an Interconnection Agreement dated September 5, 2003, a copy of which is attached hereto as Exhibit 1 (the "Interconnection Agreement").
2. The parties desire to amend the Interconnection Agreement to allow for internet protocol based technology (IP).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. **IP Connection.** The Parties agree that interconnection for the purposes included in the Interconnection Agreement may be accomplished via Internet Protocol-based technology (IP). This Addendum establishes the terms for establishing an IP connection for the exchange of traffic pursuant to the Interconnection Agreement. The exact technical requirements and locations of the IP connection will be set forth in a mutually agreed fashion upon notice by either party of the contemplated change.

2. **Service Order.** A two-way IP connection shall be established between the Parties. Midcontinent shall issue a Service Order to NVC for ordering the IP connection. Midcontinent shall use ordering procedures established by NVC and standard intervals will apply.

3. **Coordination of IP Connection.** Prior to any change to IP-based networks by either party, the change will be coordinated between the parties, using industry-standard processes. This coordination will include, but not be limited to, consideration of the following:

- a. Test Plan – If required
- b. Specific Routing information included IP addresses
- c. Originating Party indicators for LNP queries
- d. IP signaling fields
- e. Privacy Indicator implementation
- f. Security Measures implemented by each party
- g. Implementation of Additional IP signaling information
- h. Codecs for transcoding
- i. Service Quality Monitoring
- j. Traffic Monitoring

FIRST ADDENDUM TO INTERCONNECTION AGREEMENT

4. **Section 251 and 252 of the Act.** The parties acknowledge and agree that the Interconnection Agreement and this Addendum are and shall continue to be subject to Sections 251 and 252 of the Communications Act.

5. **Effective Addendum.** Except as provided in this Addendum, all other terms and conditions of the Interconnection Agreement shall remain in full force and effect.

Midcontinent Communications

By: Char Hay
Char Hay (Mar 25, 2024 15:34 CDT)

Its: VP of Billing & Regulatory Finance

Date: 3/25/24

Northern Valley Communications, LLC

By: James Shoff

Its: CEO

Date: 3/29/2024

INTERCONNECTION AGREEMENT

between

MIDCONTINENT COMMUNICATIONS

and

NORTHERN VALLEY COMMUNICATIONS, INC.

for

SOUTH DAKOTA

INTERCONNECTION AGREEMENT

This Interconnection Agreement, effective as of the ____ day of _____, 2003 ("Effective Date"), by and between Midcontinent Communications ("Midcontinent") and Northern Valley Communications, Inc. ("NVC"). NVC and Midcontinent are each a Party and collectively the Parties to this Agreement).

I. RECITALS

Pursuant to this Interconnection Agreement ("Agreement"), Midcontinent and NVC will interconnect their networks for the purposes of exchanging Local Traffic, including ISP-Bound Traffic, and Non-Local Traffic. This Agreement includes terms and conditions for such traffic exchange.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which the Parties agree to provide interconnection and traffic exchange pursuant to Section 251 of the Act. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified in this Section. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

- A. "Act" means the Communications Act of 1934 (47 U.S.C. § 151, et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted judicially and in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- B. "Bill and Keep" means the originating Party of Local Traffic has no obligation to pay terminating charges to the terminating Party.
- C. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.
- D. "Commission" means the South Dakota Public Utilities Commission.

- E. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7 ("SS7").
- F. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.
- G. "ISP-Bound Traffic" has the definition shown in the ISP-Bound Traffic Order.
- H. "ISP-Bound Traffic Order" means the FCC's Order in CC Docket 99-68, Inter-carrier Compensation for ISP-Bound Traffic.
- I. "LIS" is defined as local interconnection services. Only LIS circuits may be used to route Local Traffic between the Parties. No Non-Local Traffic may be routed over LIS circuits.
- J. "Local Traffic" means traffic which originates and terminates within a geographic area which the Commission has mandated will be local calling.
- K. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic and/or physical interconnection of the Parties' networks occurs.
- L. "Transit Traffic" is traffic that, for purposes of this Agreement only, neither originates nor terminates with the Party providing the Transit Service.
- M. "Transit Service," for the purposes of this Agreement only, is the provision of tandem switching and transport by either Party for traffic which:
 - 1. originates on one Party's network, transits the other Party's network and terminates to an a third party network; or
 - 2. originates on a third party network, transits one Party's network, and terminates on the other Party's network.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

This Agreement addresses the exchange of Local Traffic including ISP-Bound Traffic, non-Local Traffic and Transit Traffic between Midcontinent end users and NVC end users.

B. Types of Traffic

Local Traffic, including Local Transit Traffic and ISP-Bound Traffic, and Non-Local Traffic shall be exchanged pursuant to this Agreement at rates discussed in Appendix I below.

V. INTERCONNECTION

A. Definition

"Interconnection" is the linking of the Midcontinent and NVC networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic.

B. Physical Point of Interface (POI)

Each Party is responsible for providing its own facilities, including the cost of those facilities, up to the actual physical POI. The Parties shall negotiate the facilities arrangement(s) between their networks and the physical POI. Refer to Appendix B.

C. Traffic Routing

1. The Parties agree to exchange Local Traffic and non-Local Traffic directly and indirectly between their networks.
2. Interconnection for non-Local Traffic may be ordered from the terminating Party's switched access tariff(s).
3. Overflow Local Traffic may be routed to a third party local tandem to avoid network blocking. The originating Party is responsible for payment of any third party charges resulting from such routing. The Parties agree to augment network capacity on direct routes. Transit Service may be provided to a third party if overflow Local Traffic to the third party tandem persists.
4. Transit Service may be provided to third party carriers for Local Traffic.
5. Transit Service shall not be provided to third party carriers for traffic which originates on CMRS (Commercial Mobile Radio Service, as defined by the Act) provider networks, or traffic which originates outside the local calling or EAS area of the called Party's end user customer, except in those limited cases where numbers have been ported between the Parties.

D. Traffic Identification

1. For billing purposes, each Party shall pass original and true Calling Party Number ("CPN") information on each call that is terminated to the other Party. Neither Party will alter the CPN Field.

- a) If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- b) The CPN shall be used to validate the jurisdictional nature of the traffic, i.e., Local Traffic or Non-Local Traffic and the carrier responsible for compensation associated with the traffic. When the percentage of calls passed without a valid CPN is less than ten percent (10%), all calls exchanged without CPN information will be billed as either Local Traffic or Non-Local Traffic in direct proportion to the minutes of use ("MOU") of calls exchanged with CPN information (excluding ISP-Bound Traffic). If the percentage of calls passed without CPN is greater than ten percent (10%), all calls passed without CPN will be billed as IntraLATA Switched Access Service.

E. Service Interruptions

1. 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: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
2. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service. Each Party shall provide a method for receiving trouble reports on a 24-hour basis. A mechanized recording process that is reviewed during normal business hours shall satisfy this requirement.
3. Each Party shall furnish a trouble reporting telephone number.
4. Before either Party reports a trouble condition, they shall use their best efforts to be sure that the trouble is not caused by its own facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b. The Parties shall cooperate in isolating trouble conditions.

VI. Compensation

A. Compensation for ISP-Bound Traffic

The Parties acknowledge they were not exchanging traffic pursuant to an interconnection agreement prior to the date of the FCC's ISP-Bound Traffic Order. Pursuant to the ISP-Bound Traffic Order, the Parties shall exchange Information Access Traffic pursuant to this Agreement on a Bill and Keep basis.

B. Compensation For Local Traffic

The Parties agree that Local Traffic, other than Information Access Traffic, will be exchanged pursuant to this Agreement and shall be in balance by plus or minus ten percent (10%). Accordingly Local Traffic pursuant to this Agreement shall be exchanged on a Bill and Keep basis while Local Traffic is in balance.

1. If a Party establishes through a minimum of three (3) months of traffic data that the Local Traffic exchanged between the Parties is out of balance by plus or minus ten (10) percent, within thirty (30) days written notice, the Parties shall begin compensation for Local Traffic terminated for Exchanges shown in Appendix B, pursuant to the rates in Appendix A.

C. Compensation for Non-Local Traffic

Non-Local Traffic is subject to Access Service charges under each Party's State or Interstate Access Service tariffs. Non-Local Traffic includes:

1. Traditional toll traffic, e.g. 1+ between End Users not physically located in rate centers which the Commission has not designated as local or mandatory EAS. The Party transporting the call between exchanges is responsible for payment of originating or terminating Switched Access charges to the other Party.
2. Originating and terminating foreign exchange traffic or traffic which would be rated as Local Traffic based on the rate centers associated with the originating and terminating numbers, but actually originates and terminates in different local calling areas, due to the physical location of end user customers. The Party offering common carrier service between exchanges is responsible for payment of originating or terminating Switched Access charges to the other Party depending on the directionality of the call.
3. Optional EAS calling plans which extend local calling beyond the EAS calling mandated by the Commission. The Party offering common carrier service between exchanges is responsible for payment of originating or terminating Switched Access charges to the other Party.

D. Transit Traffic

1. Local Transit Traffic:

The Parties agree that Local Transit Traffic, consistent with Section V.C above, shall be exchanged, with compensation owed to the terminating Party from the third-party carrier. Upon request, the Party providing the transit service to the third-party carrier will provide traffic reports and/or billing records ("Transit Usage Records") to the party terminating Transit Traffic.

2. Non-Local Transit Traffic:

The Parties agree that Non-Local Transit Traffic, consistent with Section V.C.4 and V.C.5 above, shall be exchanged pursuant to each party's access tariffs pursuant to the rates and terms thereof and billable to the third-party carrier which originated the Transit Traffic. The Party providing Non-Local Transit Traffic to third party carriers is responsible for provision of Transit Usage Records to the terminating Party or payment of access charges for such traffic.

3. Transit Usage Reports

Upon request, the Party providing the Transit Services to the third-party carriers for Local Traffic and Non-Local Traffic will provide traffic reports and/or billing records ("Transit Usage Records") to the party terminating Transit Traffic.

- a) Transit Usage Reports shall identify the third-party carrier which originated the Transit Traffic by Carrier Identification Code (CIC) or Operating Company Number (OCN).
- b) Transit Usage Reports shall identify the usage period and the actual usage in minutes of use.

VII. Billing and Payment

A. Billing Period.

Each Party shall bill on a monthly basis for services provided under this Agreement.

B. Invoices.

The Parties shall include minutes of use on its invoices to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.

C. Payment

- 1. The Parties shall pay invoices within forty-five (45) days of receipt of the invoice.

2. **Disputed Amounts.** A Party must give written notice to the other Party identifying any dispute of an invoiced amount.. A Party may withhold payment of a properly disputed portion of an invoice, but must timely pay the undisputed portion. The Parties agree that they will each make a good faith effort to promptly resolve any billing dispute.
- a) If a Party properly disputes charges and withholds payment of the disputed amount, such amount shall be subject to late payment charges as set forth in VII.C.3 following.
- (1) If the dispute is resolved in favor of the invoicing Party, the disputed amount plus the late payment charge shall be paid to the invoicing Party within twenty (20) days of resolution of the dispute.
- (2) If the dispute is resolved in favor of the disputing Party, then the invoicing Party shall credit the invoice of the disputing Party for the amount of the disputed charges, plus any late payment charges assessed on such amount no later than the second bill date after the resolution of the dispute.
3. **Late Payment Charges.** Any amounts owed under the terms of this Agreement by one Party to the other Party, if not paid when due, shall be subject to a late payment fee equal to the lesser of: (a) one and one-half percent (1½%) per month, and (b) the highest rate of interest that may be charged under applicable law, compounded daily, for the number of days from the date on which such payment was due until the date on which such payment is made and available. Notwithstanding the foregoing, neither Party shall be liable for any underbilled charges for which usage data was not furnished by a third party.

VIII. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

IX. NOTICE OF CHANGES

If a Party makes a change in its network that it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

X. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network 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 the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.

2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective on the date of Commission approval pursuant to Sections 251 and 252; but the Parties may agree to implement the provisions of this Agreement immediately. The end of the initial term of this Agreement shall be December 31, 2004. The Agreement shall continue on a month-to-month basis after the initial term unless written notice terminating the Agreement is provided no later than three months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Taxes

Each Party securing 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 securing Party (or the providing Party when such providing Party is permitted to pass along to the securing 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.

D. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots,

insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

E. Confidentiality/Proprietary Information.

1. The parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement, including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information") shall be deemed Confidential Information.. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.
2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on its Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
3. Each party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

F. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement 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.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

G. Warranties

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, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

I. Severability

In the event that any one or more of the provisions contained herein shall for any reason be determined to be unenforceable or in conflict with state or federal law in any respect, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

J. Nondisclosure

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 furnished by one Party to the other Party shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information.

K. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, including the provisions of Section VIII (J), shall survive the termination or expiration of this Agreement.

L. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"), or in the alternative pursuant to the jurisdiction of the appropriate regulatory agency. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. 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 shall occur in Aberdeen, SD. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

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.

M. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable South Dakota law.

N. Joint Work Product

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

O. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Midcontinent Communications
Mary Lohnes
5001 West 41st Street
Sioux Falls, SD 57106

and

Northern Valley Communications, Inc.
Doug Eidahl
235 E. 1st Ave.
PO Box 320
Groton, SD 57445

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

P. Responsibility of Each Party

Each Party is an independent contractor, 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 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 or, (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.

Q. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

R. Referenced Documents

All references to Sections and Appendixes shall be deemed to be references to Sections of, and Appendixes to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Midcontinent practice, NVC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Midcontinent practice, NVC practice, or publication of industry standards unless the Parties mutually agree otherwise. Should there be any inconsistency between or among publications or standards, the Parties will discuss any inconsistencies and reach agreement.

S. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or Marks without the prior written approval of the other Party.

T. Amendment

The Parties may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement which may be needed to exchange Local Traffic

U. 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.

V. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

W. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and shall, at all times, be subject to review by the Commission. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

X. Compliance

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

Y. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

Z. Audit Rights.


Subject to the provisions of Section X.E, a Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, data and other documents concerning the services and rates provided herein, not more than once each year for the purpose(s) of: (i) evaluating the accuracy of Audited Party's billing and invoicing, and (ii) verification of compliance with any provision of this Agreement.

AA. Entire Agreement


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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Midcontinent Communications

By 
Its VP - PUBLIC POLICY
9/5/03
Date

Northern Valley Communications, LLC

By 
Its CEO
9/3/03
Date

**Appendix A
Rates and Charges**

| | |
|-------------------|-------------------------------------|
| ISP Bound Traffic | Bill and Keep |
| Local Traffic | \$0.010 |
| Transit | |
| Local Traffic | \$0.0005 per MOU per route mile |
| Non-Local Traffic | \$0.0005 per MOU per route mile |
| Non-Local Traffic | Access Tariff (State or Interstate) |

**Appendix B
Point Of Interface (POI)**

See Attached Map

