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May 17, 2010

Ms. Patricia Van Gerpen  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Reciprocal Interconnection, Transport and Termination Agreement  
between Cheyenne River Sioux Tribe (CRST) and Alltel  
Communications, LLC, (Alltel).

Dear Patty:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Reciprocal Interconnection, Transport and Termination Agreement between Cheyenne River Sioux Tribe Telephone Authority, (CRST) and Alltel Communications, LLC, (Alltel).

Mr. Talbot Wieczorik is South Dakota Counsel for Alltel.

Please contact me if you have any questions or concerns.

Thank you.

Very truly,

RITER, ROGERS, WATTIER  
& NORTHRUP, LLP

BY: *Darla Pollman Rogers*  
Darla Pollman Rogers

DPR/dk  
Enclosure

Cc: Talbot Wieczorek  
Client

Robert C. Riter, Jr.  
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Jerry L. Wattier  
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Darla Pollman Rogers  
Robert D. Hofer, Of Counsel

## **RECIPROCAL INTERCONNECTION, TRANSPORT AND TERMINATION AGREEMENT**

This Reciprocal Interconnection, Transport and Termination Agreement ("Agreement") is entered into by and between Cheyenne River Sioux Tribe Telephone Authority ("CRST"), and Alltel Communications, LLC by Management Trust ("Alltel"). CRST and Alltel are each individually a "Party" and are together the "Parties" to this Agreement.

WHEREAS, CRST is an Incumbent Local Exchange Carrier which is operating as a Rural Telephone Company in the State of South Dakota;

WHEREAS, Alltel is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service Provider;

WHEREAS, CRST and Alltel desire to establish arrangements between one another for the exchange of telecommunications traffic between their respective networks for the benefit of the Parties and their customers.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996.

WHEREAS, the Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters related to the same types of arrangements covered in this Agreement, and;

NOW, THEREFORE, in consideration of the foregoing and the undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRST and Alltel agree as follows:

This Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of Alltel and CRST for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service.

Except as otherwise expressly provided for herein, this Agreement does not obligate either Party to provide arrangements or transport or terminate traffic not specifically provided for herein. Except as otherwise expressly provided for herein, this Agreement has no effect on the definition of End User services that either Party offers to its End User Customers, the services either Party chooses to offer to its respective End User Customers, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective End User Customers.

This Agreement is not, however, intended to address any issues or disagreements that may exist between the Parties concerning the interpretation and application of provisions found in 47 U.S.C. § 332(c) and whether Alltel, in providing certain wireless communications services, is subject to Commission regulation, including, but not limited to regulations requiring providers of

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local exchange type services to seek a certificate of authority from the Commission prior to offering such services.

Further, this agreement does not address the additional service obligations imposed on incumbent local exchange carriers pursuant to 47 U.S.C. § 251(c) and is based on a request for services pursuant to 47 U.S.C. §§ 251(a) and 251(b). By this Agreement neither Party waives any rights it may have under the Federal Act or rules of the FCC, under state statute, or pursuant to rules of the Commission. Such rights may include Alltel's right to request a review of the rural telephone company exemption provided for under 47 U.S.C. § 251(f) and South Dakota Codified Laws § 49-31-79 and CRST's right to seek to maintain the exemption.

The Parties further agree and understand that the per minute reciprocal transport and termination rates set forth in Appendix A to this Agreement are not based on a specific costing methodology or company specific cost study.

## 1.0 Definitions

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

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended.

"Cell Site" means the location of radio transmitting and receiving facilities associated with the origination and termination of CMRS traffic to a CMRS End User.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" means the South Dakota Public Utilities Commission.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"End Office" means a local CRST switching point where the CRST customer station loops are connected for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental Customer of services provided by a Party, and includes the term "Customer" and "Subscriber". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"FCC" means the Federal Communications Commission.

"Incumbent Local Exchange Carrier or Incumbent LEC" has the meaning given the term in the Act.

"Indirectly Connected" refers to a network arrangement in which the networks of the Parties are connected through a Third Party Provider's facilities.

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"Interconnection" 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.

"Inter-exchange Carrier" or "IXC" means a telecommunications carrier that provides toll telephone service, as the latter term is defined in the Act.

"InterMTA traffic" means all wireless to wireline calls, which originate in one MTA and terminate in another MTA.

"Local Traffic," for purposes of this Agreement, means: (1) for wireless to wireline calling, traffic exchanged between Alltel and CRST that, at the beginning of the call, originates and terminates within the same MTA based on the location of the connecting cell site serving the originating wireless end user and the location of the end office serving the terminating wireline end user; and (2) for wireline to wireless calling, traffic exchanged between CRST and Alltel that originates in a CRST exchange and terminates to a telephone number assigned to Alltel that has its rate center within the CRST exchange or within the Local Calling Area as set forth in Appendix B to this Agreement.

"Mobile Switching Center" or "MSC" means Alltel's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its End Users and other Telecommunications Carriers.

"Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NXX", "NXX Code", "Central Office Code", or "CO Code" is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

"Party" means either Alltel or CRST, and "Parties" means Alltel and CRST.

"Point of Interconnection" or "POI" means a physical location where CRST and Alltel interconnect their respective networks thereby establishing the technical interface and points for operational and financial division of responsibility.

"Tandem" means a switching system that, through a trunk-to-trunk connection, provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers'.

"Telecommunications" has the meaning given in the Act.

"Telecommunications Carrier" has the meaning given in the Act.

"Termination" means the switching of Traffic at the terminating carrier's end office switch, or equivalent facilities, and delivery of such traffic to the called party.

"Third Party Provider" shall mean any facilities-based telecommunications carrier, including, without limitation, Interexchange Carriers, independent telephone companies, competitive local exchange carriers, or CMRS Provider that carries transiting traffic. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS Provider's services.

"Traffic" includes Local Traffic and InterMTA Traffic.

"Transport" means the transmission and any necessary tandem switching of traffic from the POI between the two Parties or from the interconnection point of the Third Party Provider and a Party to the Party's switch that directly serves the called party.

## 2.0 Description of Traffic

2.1 This agreement applies both to Local and to InterMTA traffic originated by the End Users of one Party and terminated to End Users of the other Party which is (a) delivered over facilities owned or controlled by the Parties, which directly interconnect the Parties or, (b) indirectly connected, i.e., delivered over a Third Party Provider's transiting facilities. Local Traffic is subject to local Transport and Termination charges as described in Appendix A. There will be no reciprocal compensation paid for traffic delivered via an IXC. InterMTA Traffic is subject to CRST's tariffed interstate and intrastate switched access rates, set forth in Appendix A.

2.2 This Agreement does not apply to ISP-Bound traffic. The Parties have not addressed the basis for intercarrier compensation relating to enhanced services and Internet traffic. The Parties agree that ISP-bound traffic between them, if any, is presently de minimus. If a Party has reason to believe that enhanced service and Internet traffic is not de minimus, that Party may reopen negotiations to determine an appropriate method for identifying, transporting, and determining the compensation for such traffic.

## 3.0 Direct Interconnection of the Party's Facilities Where a Third Party Provider Is Not Utilized

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the Transport and Termination of traffic.

### 3.1 Direct Interconnection Facilities

3.1.1 The Parties have agreed to direct Interconnection of their networks using two-way facilities which provide a trunk side connection between Alltel's MSC and CRST's Eagle Butte End Office (as specified in Appendix B). This direct Interconnection facility provides the capability for each Party to exchange traffic between their subscribers and subscribers served by the other Party.

3.1.1.1 For Alltel traffic terminating to CRST, CRST will terminate traffic from the POI to any CRST end user in the LEC Local Calling Area (as specified in Appendix B).

3.1.1.2 Only Local Traffic originating from CRST end users in the LEC Local Calling Area (as specified in Appendix B) will be delivered by CRST to Alltel POI.

3.1.2 The Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each point of interconnection when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

3.1.3 Alltel will accept one hundred percent (100%) of the financial responsibility to deliver its originated traffic to and receive CRST originated traffic on the Alltel side of the POI.

- 3.1.4 CRST and Alltel will share the financial responsibility (as specified in Appendix A) to exchange traffic between CRST and Alltel on the CRST side of the POI.
- 3.1.5 Notwithstanding the agreement for a direct interconnection, Alltel shall have the right to terminate the direct connection at its sole discretion should Alltel no longer maintain any type 1 or type 2 number blocks rated in a CRST landline rate center. Should Alltel decide to terminate the direct connection, it shall give CRST 30 days notice.

## 3.2 Facility Locations

### 3.2.1 Technical Feasibility

- 3.2.1.1 Appendix B contains the existing POI established between the Parties. Alltel and CRST may establish additional POIs, from time to time, in accordance with this Agreement. Appendix B also contains information on the other locations where direct interconnection with CRST's network may be requested.
- 3.2.1.2 Both Parties recognize CRST may make modifications to its network architecture, NPA-NXX utilization, or Local Calling Area that impact the "Interconnection and Local Calling Data" contained in Appendix B. In the event CRST intends to make modifications that impact Appendix B, CRST will provide ninety (90) days advance notice of any such modifications to Alltel where such modifications will impact traffic routed over direct interconnect facilities.

### 3.2.2 Incumbent LEC Requirement

- 3.2.2.1 The Parties acknowledge that the services provided by CRST under this Agreement are provided pursuant to CRST's obligations falling under 47 U.S.C. § 251(a) and 251(b) and that terms and conditions specified in this Agreement do not apply to the provision of services or facilities by CRST in those areas where CRST is not the incumbent LEC.

## 3.3 Additional Interconnection Methods Available to Alltel

- 3.3.1 Alltel may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Alltel's network) to the POI on CRST's network. Alternatively, Alltel may purchase an entrance facility and transport from a Third Party Provider.
- 3.3.2 While directly interconnected, the Parties will share CRST's interconnection facilities. Alltel's monthly portion will be at the rate specified in Appendix A, Shared Facility.
- 3.3.3 CRST may, at its sole discretion, provide its own facilities and transport for the delivery of traffic from its network to Alltel's MSC. Alternatively, CRST may, at its sole discretion, purchase an entrance facility and transport from a Third Party Provider.

### 3.4 Technical Requirements and Standards

- 3.4.1 Each Party will provide the services in this Agreement to the other Party under reasonable and non-discriminatory conditions and at a standard that is at least equal in quality and performance to that which the Party provides to other connecting carriers. Either Party may request and the other Party will provide, to the extent technically feasible, services at a higher or lesser standard, provided however, that any such requests shall be considered a special request, and will be handled on a case-by-case basis.
- 3.4.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment and new software. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities. These provisions shall not in any way affect the application of special construction charges of CRST, for the construction of new facilities, where such charges would otherwise be applicable in provisioning the new or additional service.

### 4.0 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of CMRS Traffic.

#### 4.1 Mobile to Land Traffic – Directly Interconnected

- 4.1.1 Alltel shall be responsible for the delivery of Traffic from its Network to the appropriate Point of Interconnection on CRST's network, as set forth in Appendix B, for the Transport and Termination of such traffic by CRST to one of its End Users.

#### 4.2 Land to Mobile Traffic – Directly Interconnected

- 4.2.1 CRST shall be responsible for the delivery of Traffic from its End Users in the "Local Calling Area" connected to its network to the appropriate Point of Interconnection, as set forth in Appendix B, for the Transport and Termination of such traffic by Alltel to one of its End Users.
- 4.2.2 CRST agrees that its End Users within the LEC Local Calling Area will dial Alltel NPA-NXXs on a local basis, so long as the Alltel NPA-NXX has been assigned by the North American Numbering Plan Administrator (NANPA) to an end office rate center in the CRST Local Calling Area as set forth in Appendix B. When the Parties are directly connected, CRST agrees to deliver all such locally-dialed traffic to Alltel at that Point of Interconnection with Alltel.

4.3 Mobile to Land Indirectly Connected via a Third Party Provider.

As an alternative to routing traffic covered by this Agreement through a Point of Interconnection, Alltel may choose to deliver traffic from its network to CRST via a Third Party Provider and thus be indirectly connected with CRST for the delivery of traffic originated on Alltel's network by Alltel's End Users.

5.0 Transport and Termination Compensation

5.1 Rates - Alltel and CRST shall reciprocally and symmetrically compensate one another for Local Traffic terminated on either Party's network. The rates at which the Parties shall compensate each other for the Transport and Termination of Traffic are set forth in Appendix A hereto.

5.1.1 The rates applicable to the termination of InterMTA traffic are set forth in Appendix A.

5.1.2 The rates applicable to Local Traffic are set forth in Appendix A.

5.1.3 The Transport and Termination Services provided hereunder are intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such services will not be used to terminate other types of traffic on CRST's network (such as wireline originated traffic) and services used in violation hereof shall constitute a breach of this Agreement. In addition to any other remedies available, the Party whose services have been improperly used shall be entitled to recover the appropriate charges for such traffic for the entire period of misuse.

5.2 Conversation Time - For purposes of billing compensation, billed minutes will be based upon Conversation Time. Conversation Time will be determined (a) from actual usage recordings by the Parties or (b) records of terminating traffic provided by the Third Party Provider.

5.3 Measuring traffic – In order to determine whether traffic exchanged between the Parties' networks is Local or InterMTA traffic for purposes of determining compensation, the Parties agree to utilize the PIU factor set forth in Appendix A.

6.0 Transmission and Routing of Other Types of Traffic

The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic and that if such service is requested by Alltel that the Parties will negotiate a separate Agreement for such traffic.

Other ancillary traffic including wireless traffic destined for ancillary services including, but not limited to, directory assistance, operator call termination (busy line interrupt and verify), 800/888, LIDB, and information services requiring special billing will be exchanged and charged in accordance with the appropriate tariffs, local or switched access.

7.0 Responsibilities of the Parties:

7.1 Verification Reviews

7.1.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the other Party. Upon reasonable written notice, either Party or its authorized representative shall have the right to conduct a review and verification of the other Party's data to give assurances of compliance with the provisions of this Agreement. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by the Party as related to settlement charges or payments made in connection with this Agreement. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

7.1.2 Either Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of the Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

7.1.3 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

7.2 Billing

7.2.1 For Alltel Traffic delivered to the CRST at the POI, CRST shall issue its bill to Alltel based on actual usage recordings.

7.2.2 When a Third Party Provider's indirect connection arrangement is used by Alltel to deliver traffic to CRST, CRST may use its terminating records or usage reports and/or records (such as category 11-01-0-1 records) generated by a Third Party Provider whose network is used to indirectly connect the traffic as the basis for billing Alltel.

7.2.3 For billing purposes, a Percent InterMTA Use (PIU) factor will be used, which represents the estimated portion of interMTA traffic delivered by Alltel to CRST.

The PIU factor to be applied to total minutes of use delivered by Alltel to CRST shall be as set forth in Appendix A.

7.2.4 A Reciprocal Compensation Credit shall be calculated and applied to the billing from CRST to Alltel to provide compensation for wireline to wireless traffic that Alltel receives from CRST for termination. The amount of this credit shall be

determined by applying the Reciprocal Compensation Credit formula set forth in Appendix A. The Reciprocal Compensation Credit will appear on the monthly or quarterly bill issued by CRST as a credit against amounts due and payable from Alltel to CRST.

7.2.5 The Parties shall pay each other for all charges in accordance with the rates set forth in Appendix A of this agreement. Such payments are to be received within 30 days from the receipt of the billing statement. Undisputed charges, not paid within the 30 days from the receipt of the billing statement may be subject to a late charge at the rate of 1.5% per month or the maximum amount allowed by law. The Party collecting revenues shall be responsible for reporting and remitting all applicable taxes associated therewith.

7.2.6 Each Party will bear its own billing and collection expenses.

7.2.7 If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within thirty (30) days of the receipt of the statement. The Parties shall diligently work toward resolution of all billing issues

### 7.3 Network Maintenance and Management for Direct Interconnection

The Parties will work cooperatively to install and maintain reliable network facilities. The Parties will exchange appropriate information to achieve this desired reliability, subject to the confidentiality provisions herein.

7.3.1 Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate notifications for planned mass calling events.

7.3.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

7.3.3 Use of Alltels' facilities, or that of a third party in conjunction with any of CRST's facilities, shall not materially interfere with or impair service over any facilities of either Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, the Party whose facilities are being used may discontinue or refuse service to the other Party if the Party using the facilities violates this provision; provided, that such termination of service will be limited to the facilities being used that is subject of the violation.

7.3.4 Maintenance of Service Charge - When one Party reports trouble to the other Party for clearance and no trouble is found in the second Party's network, the reporting Party shall be responsible for payment of a Maintenance of Service Charge for the period of time when the second Party's personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in the second Party's network, the reporting Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If a Party reports trouble to the other Party for clearance and the other Party's personnel are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that the non-reporting Party's personnel are dispatched; provided that the Party's have arranged a specific time for the service visit.

- 7.4 Local Dialing Parity - CRST will route all land-to-mobile Telecommunication Traffic to Alltel utilizing End User dialing patterns undifferentiated from those provided to any other carrier's number assigned to the same CRST rate center.
- 7.5 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.6 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 7.7 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for Traffic exchanged between the Parties. Use of a third party for connecting Alltel and CRST SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all interchanged traffic irrespective of interconnection methodology.
- 8.0 Liability and Indemnification
- 8.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 8.2 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 8.3 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:

- 8.3.1 Any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its Customer's use.
- 8.3.2 Any claims, demands or suits that assert any claim for libel, slander, infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. The foregoing includes any Claims or Losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.
- 8.3.3 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA).
- 8.4 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to either party's intellectual property or contract rights.
- 8.5 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection trunks or other property, or due to malfunction of any functions, products, services or equipment of the Indemnifying Party or of any other party that have been provided to the Indemnifying Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.
- 8.6 Indemnification Procedures
- 8.6.1 Whenever a claim shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 8.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

- 8.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 8.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 8.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 8.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 8.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 8.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 8.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 9.
- 8.7 Apportionment of Fault. Except for losses alleged or claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any loss alleged or claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited

to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

8.7.1 The Parties are not liable for any act or omission of other Providers.

8.7.2 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## 8.8 NO CONSEQUENTIAL DAMAGES

NEITHER THE TELEPHONE COMPANY NOR THE CMRS PROVIDER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTIES LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY THE TELEPHONE COMPANY'S OR THE CMRS PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

## 8.9 RELEASES

In resolution of the Parties rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement.

## 9.0 Confidentiality and Proprietary Information

9.1 For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will not be deemed Confidential Information to the Discloser and subject to this Section 9, unless the confidentiality of the information is confirmed in writing by the Discloser prior to disclosure. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or

- disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section.
- 9.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights/notices as are contained on the original.
- 9.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 9.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its discloser; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 9.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from End Users or sources other than the Discloser.
- 9.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 9.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 9.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

10.0 Finality of Disputes

Notice of disputes arising from this Agreement must be made within twenty-four (24) months from the date of occurrence which gives rise to the dispute, and a claim must be brought within forty-eight (48) months from the date of occurrence which gives rise to the dispute.

11.0 Intervening Law

11.1 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders or guidelines, either Party may seek arbitration before any regulatory authority with jurisdiction.

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

12.0 Miscellaneous Provisions

12.1 Effective Date – The effective date of this agreement is January 9, 2009. The Parties shall implement the agreement immediately, work cooperatively, and take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement pursuant to the provisions of 47 U.S.C. Section 252. Each Party shall be responsible for its own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

12.2 Term and Termination

12.2.1 This Agreement is effective January 9, 2009 and shall remain in effect for two (2) years after January 9, 2009. Thereafter, the Agreement shall automatically renew for additional one (1) year terms, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term.

12.2.2 Upon termination or expiration of this agreement in accordance with the above Section:

- (a) Each Party shall continue to comply with its obligations set forth in Section Confidentiality;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and upon termination or expiration of this Agreement, each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
- (c) Each Party's indemnification obligations shall survive.

- 12.2.3 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) days of receipt of written notice thereof.
- 12.3 Binding Effect - This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 12.4 Assignment - Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, one hundred (100) per cent owned affiliate or subsidiary of that Party for the continued provisioning of the telecommunications service under this Agreement.
- 12.5 Third Party Beneficiaries - This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.
- 12.6 Force Majeure - Neither Party shall be 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: 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 Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.
- 12.7 DISCLAIMER OF WARRANTIES - THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR FACILITIES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.
- 12.8 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

12.9 Waiver - The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

#### 12.10 Patents, Trademarks and Trade Names

12.10.1 With respect to claims of patent infringement made by third persons, the Parties shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Interconnection arrangements furnished under this Agreement.

12.10.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Interconnection Arrangements or services furnished under this Agreement.

12.10.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

#### 12.11 Relationship of the Parties

12.11.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

12.11.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

12.11.3 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

12.11.4 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 its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other

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South Dakota

obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 12.11.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 12.12 Services - Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 12.13 Notices - Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section. A party or a successor in interest of a party may provide a new location for delivery of notices during the term of the Agreement.
- For Alltel: Alltel Communications, LLC by Management Trust  
Attn: Director – Wireless Interconnection  
Mailstop: 1269-B1-F03-C  
One Allied Drive  
Little Rock, Arkansas 72202  
Fax: 501-905-6307  
Phone: 501-905-8000
- For CRST: CRST Telephone  
100 Main Street  
Eagle Butte, South Dakota 57625  
Phone: 605-964-2600
- 12.14 Expenses - Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 12.15 Headings - The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.
- 12.16 Governing Law – For all claims under this Agreement, that are based upon issues within the jurisdiction of the FCC or governed by federal law, the Parties agree that the

remedies for such claims shall be governed by the FCC and the Act. For all claims under this agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, the Parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Dakota without reference to conflict of law provisions.

- 12.17 Multiple Counterparts - This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- 12.18 Complete Terms - This Agreement together with its appendices and exhibits constitutes the entire agreement regarding the exchange and compensation for Traffic between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.
- 12.19 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.
- 12.20 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.
- 12.21 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.
- 12.22 Dispute Resolution - Except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 12.22.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be

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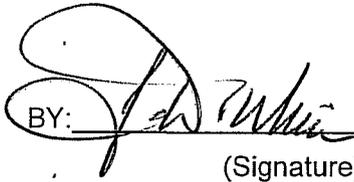
discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 12.22.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within one hundred twenty days (120) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 12.22.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations in accordance with this Agreement.
- 12.22.4 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CRST Telephone

Alltel Communications, LLC by Management Trust

BY:   
(Signature)

BY: Barbara Bonds  
(Signature)

NAME: J.D. Williams  
(Printed)

NAME: Barbara Bonds  
(Printed)

TITLE: General Manager

TITLE: Trust Counsel

DATE: 4-25-10

DATE: 5/11/10

**APPENDIX A**

1.0 RECIPROCAL COMPENSATION RATE FOR TRANSPORT AND TERMINATION OF LOCAL TRAFFIC

\$0.015 per minute of use

2.0 INTERMTA RATE FOR TRANSPORT AND TERMINATION OF INTERMTA TRAFFIC

InterMTA Net Factor – Alltel to CRST 11.5%

Interstate portion of the InterMTA factor	15%
Interstate InterMTA Traffic will be billed at CRST's interstate switched access tariff rates in effect at the time the traffic is delivered.	
Intrastate portion of the InterMTA factor	85%
Intrastate InterMTA Traffic will be billed at CRST's intrastate switched access tariff rates in effect at the time the traffic is delivered.	

3.0 TRAFFIC FACTOR

Land to Mobile Traffic Factor	35%
Mobile to Land Traffic Factor	65%

4.0 SHARED FACILITY

Alltel shall pay \$632.45 a month for its share of the direct connect through the term of this agreement or until the direct connect is terminated.

5.0 RECIPROCAL COMPENSATION CREDIT FORMULA

The reciprocal compensation credit will be calculated assuming a ratio of land originated to mobile originated traffic as set forth below. Divide the total number of monthly measured minutes of use terminated on CRST's network by the Mobile to Land Traffic Factor. The total calculation will then be multiplied by the Land to Mobile Traffic Factor to arrive at the total CRST minutes of use terminated on Alltel's network per month. This monthly total will be multiplied by the Land to Mobile Traffic Factor set forth in Appendix A 3.0 to obtain the Reciprocal Compensation Credit for the month. For example, CRST determines that 10,000 minutes of mobile originated Telecommunications Traffic has been delivered to it by Alltel in a given billing period: The Parties will assume that 5,385 minutes of land originated calls were delivered by CRST to Alltel for termination (10,000/.65 multiplied by .35).

**APPENDIX B**

**CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY**

**INTERCONNECTION AND LOCAL CALLING DATA**

<b>Exchange Name</b>	<b>NPA/NXX(s)</b>	<b>CLLI</b>	<b>Hosts, Intermediate Offices, or Tandem(s)<sup>1</sup></b>	<b>Land to Mobile Local Calling Area by Rate Center</b>
Eagle Butte	605-964	EGBTSDXA964	EGBTSDXA964	All CRST Exchanges
Dupree	605-365	DUPRSDXA365	EGBTSDXA964	All CRST Exchanges
Isabel	605-466	ISBLSDXA466	EGBTSDXA964	All CRST Exchanges
La Plant	605-733	LPLTSDXA733	EGBTSDXA964	All CRST Exchanges
South Dupree	605-538	DUPRSDXB538	EGBTSDXA964	All CRST Exchanges

<sup>1</sup> **Switch or meet point locations where direct point of interconnection is available**

**EXISTING DIRECT INTERCONNECTION**

Alltel and CRST shall have a POI location at the Alltel tower in the exchange of Eagle Butte for the exchange of all Traffic between Alltel and CRST networks. Adjustments to the capacity, technology, and transmission standards associated with the POI and associated direct interconnection facilities will be mutually agreed upon by the Parties. The POI shall be maintained throughout the term of this Agreement, unless Alltel no longer maintains any type 1 or type 2 number blocks in the CRST area, pursuant to Section 3.1.5 of this Agreement.