

2. Issue No. 10:

“Should Sprint’s proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement?”

In resolution of this outstanding issue, the Parties agree to adopt the following Language in Section 10.1:

“The Parties will provide LNP in accordance with the applicable rules and regulations prescribed by the FCC and the South Dakota Public Utilities Commission.”

3. Issue No. 11:

“Should the ILEC proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement?”

In resolution of this outstanding issue, the Parties agree to adopt the following Language as a new Section 15.3:

“Non-Published Customers. At Sprint’s option, Sprint may provide to TELCO the names, addresses, and telephone numbers of a Sprint customer who wishes to have a Non-Published listing (“NPL”) and thus not included in TELCO’s directory. Where Sprint provides a NPL to TELCO, Sprint shall: (1) note in the submission of information to TELCO that the information being provided includes one or more NPLs; (2) pay to TELCO the rates as set forth in TELCO’s tariff or applicable price list associated with NPLs; and (3) ensure that a NPL that it provides to TELCO is in compliance with the specific format required by TELCO for NPLs. Pursuant to Section 19, Sprint shall indemnify and hold harmless TELCO should Sprint-provided NPL not be in compliance with the specific format required by TELCO for NPLs and such NPL is included in TELCO’s directory.

4. Issue No. 13:

“Whether Extended Area Service (“EAS”) traffic is covered under the proposed agreement?”

In resolution of this outstanding issue, the Parties agree to adopt the following language as a new Section 1.9:

Optional EAS Traffic. All calls between a TELCO End User and a Sprint End User where the End Users are in different rate centers of the TELCO will be completed by the calling End User’s presubscribed interexchange carrier and will be subject to the applicable intrastate access charges.

The Parties agree that at the time the remaining issues as identified in the Petition and Response are resolved, either through arbitration before the Commission or agreement of the Parties, the language identified above shall be incorporated into the final agreement arising from this proceeding.

The Parties further agree that execution of this Stipulation shall result in no prejudice to any positions taken in the past or on any other issues as outlined in the Petition or Response that are yet to be resolved in the future.

Dated this 5th day of February, 2007.

INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC.

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Dated this day of February, 2007.

~~SPRINT COMMUNICATIONS COMPANY L.P~~

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