



TC06-047

May 15, 2006
Via Overnight Delivery

RECEIVED

MAY 16 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

210 N. Park Ave.
Winter Park, FL
32789

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol
Pierre, SD 57501

P.O. Drawer 200
Winter Park, FL
32790-0200

Re: Registration of Aventure Communication Technology, L.L.C.

Dear Ms. Van Gerpen:

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Enclosed for filing please find one original and ten (10) copies of the Registration for Aventure Communication Technology, L.L.C. The Company is proposing to provide facilities-based local exchange service in South Dakota.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail to stthomas@tminc.com.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Sharon Thomas
Consultant

ST/im

Client: Doug Furlich, YMax
File: Aventure - SD Local
TMS: SDL0600

**BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
REGISTRATION OF
AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.**

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Adventure Communication Technology, L.L.C. ("Adventure") submits the following registration information:

- 1. The applicant's name, address, telephone number, facsimile number, E-mail address and whether the applicant is a sole proprietorship, partnership, corporation, limited liability corporation, or limited liability partnership.**

Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
Telephone: (712) 252-3800
Facsimile: (712) 277-0805
Email: aventure@aventurecommunications.com

Aventure Communications Technology, L.L.C. is a domestic limited liability corporation.

- 2. If sole proprietorship, the full name and business address of its owner; if a partnership, the full name and business address of each partner; if a corporation, a listing of the full name and business address of each corporate officer and director; if a limited liability corporation, the full name and business address of each partner.**

Aventure Communication Technology, L.L.C is owned by:

Aventure Holdings, L.L.C.	and	Saltec, LLC
4830 Sergeant Road		2814 Benton Avenue
Sioux City, IA 51106		Salix, IA 51052
60% ownership		40% ownership

- 3. The name under which the applicant will provide local exchange services if different than in question (1) of this section:**

Applicant will operate under its legal name, Aventure Communication Technology, L.L.C. and a fictitious name of Aventure Communications.

4. **If a corporation:**

- (a) **The location of its principal office, if any, in this state and the name and address of its current registered agent.**

The Applicant is not a Corporation and does not have a principal office in South Dakota. The Company's registered agent in South Dakota is:

Brian Gunderson
41 Northshore Drive
McCook Lake, South Dakota 57049

- (b) **A list of shareholders owning twenty (20) percent or more of the interest in the business.**

Aventure Communication Technology, L.L.C. is owned by Aventure Holdings, L.L.C. (60%) and Saltec, L.L.C. (40%).

- (c) **The state in which the applicant is incorporated, the date of incorporation and a copy of its certificate of incorporation.**

Aventure Communication Technology, L.L.C. is a domestic limited liability corporation organized in the State of Iowa. A copy of the Articles of Organization is provided at **Attachment I.**

- (d) **If it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State.**

A copy of Aventure's Certificate of Good Standing in South Dakota is included at **Attachment II.**

5. **A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services.**

Aventure is a start-up company and while the company itself has no history of providing service, the managerial and technical staff of the Applicant has an extensive background in providing the services Aventure proposes to offer. The managerial and technical staff has over 75 combined years of experience in providing local exchange service, both as an incumbent provider and as a competitive local exchange carrier. Aventure anticipates no technical or operational issues that would prevent the applicant from providing reliable, trouble-free service in the proposed service areas. Applicant was granted a Certificate of Public Convenience and Necessity by the Iowa Utilities Board on January 30, 2006.

6. **Names and addresses of applicant's affiliates, subsidiaries, and parent organizations, if any.**

Aventure Communication Technology, L.L.C. is owned by Aventure Holdings located at 4830 Sergeant Road, Sioux City, Iowa 51106 and Saltec, LLC, 2814 Benton Avenue, Salix, Iowa 51052.

7. **A list and specific description of the types of services the applicant seeks to offer and the means by which the services will be provided including:**

(a) **Information indicating the class of customers the applicant intends to serve.**

Aventure proposes to be a full service provider and will offer its service to both residential and business customers.

(b) **Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale.**

Aventure will utilize its own facilities unless there are specific circumstances that call for the use of leased facilities. Applicant does not anticipate the need for either resale or unbundled network elements.

(c) **A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.**

Aventure will utilize licensed and unlicensed spectrum to provide service using wireless local loop technology as well as transport from the soft-switch located in Sioux City.

(d) **Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.**

Applicant proposes to offer the following services:

- Local dial tone and voice grade access to the public switched telephone network
- Enhanced emergency service (E-911)
- Access to operator services
- Access to inter-exchange services
- Access to directory assistance
- Non-published and non-listed directory services
- Access to Telecommunications Relay Service
- Toll and 900 Number Blocking
- A full host of custom calling features
- High-Speed Internet access
- All services required to satisfy the service requirements imposed on eligible telecommunications carriers pursuant to 47 U.S.C. § 214(e)(1) and all applicable federal regulations.

8. **A service area map and narrative description indicating with particularity the geographic area proposed to be served by the applicant.**

Aventure initially intends to offer service in the following locations:

Company	Exchanges
Qwest Corporation	Elk Point, Yankton and Vermillion
Jefferson Telephone Company d/b/a Long Lines	Jefferson
Vivian Tel. Co. d/b/a Golden West Telecommunications	Avon, Lesterville, Springfield and Scotland
PrairieWave Community Telephone, Inc.	Alsen, Gayville, Irene and Wakonda
Alliance Communications Cooperative, Inc.	Alcester

Aventure will adopt and concur with the maps currently on file with the Commission for the incumbent carrier in any exchange where Aventure will compete. Said adoption and concurrence will extend to any changes submitted by the incumbent.

9. **Information regarding the technical competence of the applicant to provide its proposed local exchange services including:**

- (a) **A description of the education and experience of the applicant's management personnel who will oversee the proposed local exchange services.**

Current resumes of Aventure's key management are provided as **Attachment III**.

- (b) **Information regarding policies, personnel, or arrangements made by the applicant which demonstrates the applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment maintenance necessary to ensure compliance with any commission quality of service requirements.**

Aventure understands the importance of effective customer service for local service consumers. Once it initiates operations, Aventure's toll free customer service telephone number will be available with live operator response 24 hours per day, 7 days per week.

The contact for resolution of customer complaints with the Commission is:

Douglas Furlich, General Manager
 Aventure Communications
 401 Douglas Street, Suite 406
 Sioux City, Iowa 51101
 Telephone: (712) 252-3800
 Facsimile: (712) 277-0805
 e-mail: aventure@aventurecommunications.com

10. **Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services.**

Aventure will have a soft switch located in Sioux City, Iowa. Enhanced 911 (E911) service trunks will be connected to the Sioux City Public Safety Answering Point (PSAP) and will be routed by Qwest to the local PSAP. Operator Service, Directory Assistance, Telecommunications Relay Services and interexchange services will be obtained through the South Dakota Network (SDN).

11. **Financial information including:**

- (a) **For the most recent 12 month period, financial statements consisting of balance sheets, income statements, and cash flow statements.**

Aventure hereby requests confidential treatment of all financial information contained in **Attachment IV** as proof of the Company's financial stability.

- (b) **If a public corporation, the applicant's latest annual report and report to stockholders.**

Not Applicable. Neither Aventure Communication Technology, L.L.C. nor its owners are publicly held companies.

12. **Information detailing the following matters associated with interconnection to provide proposed local exchange services:**

- (a) **The identity of all local exchange carriers with which the applicant plans to interconnect**

Aventure has contacted or is in the process of contacting the rural companies identified in item 8 above for interconnection. Aventure has also contacted Qwest, which has a standardized interconnection process which Aventure will pursue once it obtains a certificate.

- (b) **The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start.**

Aventure will request a standard interconnection agreement from Qwest once it receives its certificate, and expects to execute the agreement soon thereafter. The Company also hopes to complete negotiations and execute interconnection agreements with the rural companies identified in item 8 soon after receiving certification.

- (c) **A Copy of any request for interconnection made by the applicant to any local exchange carrier.**

Attachment V shows the contacts that have occurred so far. Qwest has been contacted but a formal request for interconnection has not yet been issued, as Qwest requires the Company to first obtain certification.

13. **A tariff or price list indicating the prices, terms and conditions of each contemplated local service offering.**

An informational tariff is enclosed as part of this application as **Attachment VII**.

14. **Cost support for rates shown in the Company's tariff or price list for rate or price regulated noncompetitive or emerging competitive services.**

Aventure does not anticipate serving more than fifty-thousand customers. Therefore, the Company requests a waiver of ARSD 20:10:32:03(14) requiring cost support. Further, as a competitive provider, Aventure's pricing will be dictated more by the marketplace than by underlying costs. The Company has not yet determined final prices for its noncompetitive or emerging competitive services.

15. **A description of how the applicant intends to market its local exchange target market, whether the applicant engages in multilevel marketing, and copies of any company brochures that will be used to assist in the sale of the services.**

Aventure will market directly to residential and business customers in the markets identified. Marketing plans are being developed and will include a variety of methods including direct mail, newspaper, kiosks, indirect agents, etc. Aventure will not engage in any multi-level marketing. No brochures are available at this time as they are still being developed.

16. **If the applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the applicant expects to meet the service obligation imposed pursuant to §20:10:32:15 and applicant's plan for meeting the service obligations.**

Aventure will be serving in rural areas and will meet all service obligations pursuant to §20:10:32:15 within the timeframe specified therein. The management of Aventure has extensive experience in serving rural areas. Aventure was created to bring real choice to rural areas that today have no choice in communications providers.

17. **A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable.**

Aventure is certified to provided telecommunications services in the state of Iowa and is in good standing with the Iowa Utilities Board. The Company has never been denied registration or certification in any state.

18. **The names, addresses, telephone numbers, E-mail addresses, and facsimile numbers of the applicant's representatives to whom all inquires must be made regarding customer complaints and other regulatory matters.**

Customer Complaints: Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
Telephone: (712) 252-3800
Facsimile: (712) 277-0805
E-mail: aventure@aventurecommunications.com

General Regulatory Matters: Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
Telephone: (712) 252-3800
Facsimile: (712) 277-0805
E-mail: aventure@aventurecommunications.com

19. **Information concerning how the applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services.**

Aventure will bill customers directly. Customer payments will be made directly to the Company and the Company will have no payment centers in South Dakota.

20. **Information concerning the applicant's policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents.**

Aventure will market directly to residential and business customers in the markets identified and will verify customer sign ups using either written LOAs, third-party verification, or electronic authorization in compliance with all federal and state rules and laws. The Company will ensure that all employees and agents understand and fully comply with all such rules and laws.

21. **The number and nature of complaints filed against the applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

Aventure has never had a complaint filed against it for the unauthorized switching of a customers local exchange service.

22. A written request for waiver of those rules believed to be inapplicable.

Aventure Communication Technology, L.L.C. respectfully requests waivers from the Iowa rules listed below:

1. ARSD 20:10:32:03(14) Cost Support

The Company has addressed these issues in items 11 and 14.

2. Rule 199 IAC 16.5 – System of Accounts

Aventure is a competitive carrier exempt from the FCC Uniform System of Accounts regulations and has no market power. It would be burdensome and unnecessary to require Aventure to comply with these regulations. Aventure will maintain its books and records in accordance with Generally Accepted Account Principles ("GAAP").

3. Rule 199 IAC 22.3(1) – Directories

Aventure will make arrangements with the incumbent local exchange carriers ("LECs") where Aventure provides service to publish the names and telephone numbers of customers of Aventure in the local directory published and distributed annually by the incumbent LEC. Aventure believes this is a reasonable approach and will benefit the consumer since they will only require one directory for all their local customer information.

Additionally, Aventure will initially not collect deposits or requiring prepayment or advanced payment for service within South Dakota. The company will post a surety bond payable to the Consumers of the State of South Dakota should it change its deposit policy in the future.

23. Federal Tax Identification Number.

Aventure's Federal Tax Identification Number is 20-3520256.

24. Other information requested by the commission needed to demonstrate that the applicant has sufficient technical, financial, and managerial capabilities to provide the local exchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.

Aventure has an eminently qualified senior management team, backed by highly experienced employees, who are competent in engineering, operations and maintenance, as more fully described in **Attachment III**. Further, the Company has sufficient financial resources to provide the local services covered by this application, as indicated in **Attachment IV**.

Granting this application will promote the public interest by increasing the level of competition in the state's telecommunications markets, especially in rural areas that may not currently have a real choice of telecommunications providers. Competition will ultimately compel all exchange telecommunications service providers to offer a wider variety of services, improve network efficiencies, and reduce prices to the consumer.

Aventure Communication Technology, L.L.C. respectfully requests the Commission to grant this application and the authority requested herein.

Respectfully submitted by:



Douglas Furlich, General Manager
Adventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

Date:

May 10, 2006

ATTACHMENT I

Articles of Organization

317306

ART030 \$50.00 KIM 2 01/2005

ARTICLES OF ORGANIZATION

OF

AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 301 of the Iowa Limited Liability Company Act, the undersigned adopts the following Articles of Organization for the Company:

1. **NAME**. The name of the limited liability company is **AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.**

2. **REGISTERED AGENT AND OFFICE**. The street address of the initial registered office of the limited liability company and the name of its initial Registered Agent at that address is:

Robert F. Meis
Attorney at Law
300 U.S. Bank Building
501 Pierce Street
P. O. Box 3207
Sioux City, Iowa 51102-3207

3. **PRINCIPAL OFFICE**. The street address of the principal office of the limited liability company is 600 4th Street, Sioux City, Iowa 51104.

4. **PERIOD OF DURATION**. The limited liability company's existence shall commence upon the acceptance of these Articles of Organization by the Secretary of State of Iowa for filing and shall be perpetual, unless sooner dissolved pursuant to the terms of the operating agreement, or as otherwise provided by law.

5. **WRITTEN OPERATING AGREEMENT**. Any operating agreement entered into by the members of the limited liability company and any amendments or restatements thereof shall be in writing. No oral agreement among any of the members or managers of the limited liability company shall be deemed or construed to constitute

any portion of or otherwise affect the interpretation of any written operating agreement of the limited liability company as amended and in existence from time to time.

6. MANAGEMENT. The business and affairs of the limited liability company shall be governed by managers as provided in the operating agreement. The actions of a member or any other person acting in any capacity other than as a manager of the limited liability company shall not bind the limited liability company.

7. LIMITATION OF LIABILITY OF MANAGERS. Managers of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a manager. However, this limitation of liability does not apply to any liability (i) for any breach of the manager's duty of loyalty to the limited liability company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the member derived an improper personal benefit, or (iv) for a wrongful distribution in violation of the Iowa Limited Liability Company Act. If the Iowa Limited Liability Company Act or other applicable law is hereafter amended to authorize the further elimination or limitation of the liability of managers, then the liability of a manager to the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the maximum extent permitted by law.

8. LIMITATION OF LIABILITY OF MEMBERS. Members of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a member. However, this limitation of liability does not apply to any liability (i) for any breach of the member's duty of loyalty to the limited liability company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the member derived an improper personal benefit, or (iv) for a wrongful distribution in violation of the Iowa Limited Liability Company Act. If the Iowa Limited Liability Company Act or other applicable law is hereafter amended to authorize the further elimination or limitation of the liability of members, then the liability of a member to the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the maximum extent permitted by law.

These Articles of Organization have been signed on this 20 day of _____ September, 2005.



Brian K. Gunderson, Organizer

Articles of Organization of
Adventure Communication Technology, L.L.C.

FILED
IOWA
SECRETARY OF STATE
9-26-2005
1:02 PM
W439182



ATTACHMENT II

Secretary of State Certificate of Good Standing

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

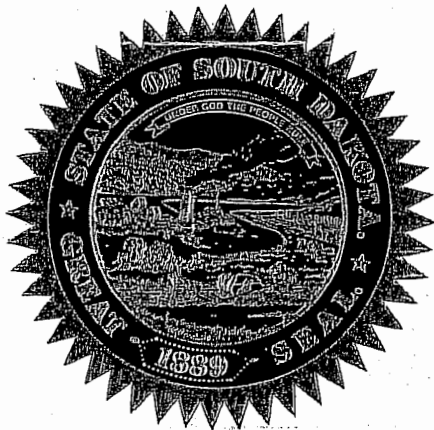
Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL002669

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **AVENTURE COMMUNICATION TECHNOLOGY, L.L.C. (IA)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application for certificate of authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this December 7, 2005.



Chris Nelson

Chris Nelson
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
FAX (605)773-4550

**CERTIFICATE OF AUTHORITY APPLICATION
OF A
FOREIGN LIMITED LIABILITY COMPANY**

RECEIVED

DEC 07 '05

Filed this 14th day of Dec, 2005

Chris McKenna
SECRETARY OF STATE

S.D. SEC. OF STATE

1. The name of the foreign Limited Liability Company is: Aventure Communication Technology, L.L.C.

2. The name of the state or country under whose law it is organized is: Iowa

3. The street address of its principal office is: 401 Douglas Street, Suite 406, Sioux City, Iowa 51101

4. The address of its initial designated office in South Dakota is: 41 Northshore Drive, McCook Lake, South Dakota 57049

5. The name and street address of its initial agent for service of process in South Dakota is: Brian Gunderson

41 Northshore Drive, McCook Lake, South Dakota 57049

6. The date of organization is: September 26, 2005, and the period of duration is: Perpetual

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:

James McKenna
2814 Benton Avenue
Salix, Iowa 51052

Timothy Jenkins
1819 Indian Hills Drive
Sioux City, Iowa 51104

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

N/A

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: 12-02-05


(Signature and Title) James McKenna, Manager

FILING INSTRUCTIONS:

- FILING FEE \$550
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing* or *Existence* from the Secretary of State in the state where it is organized.

IOWA

Date: 11/22/2005

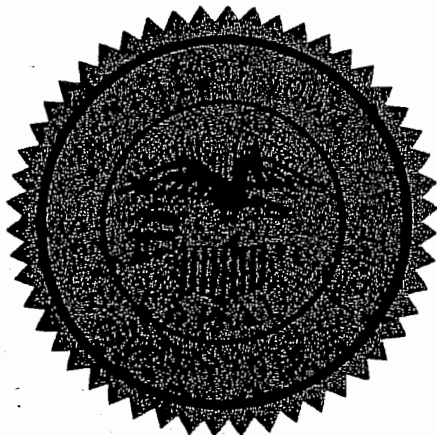
SECRETARY OF STATE


490DLC-000317306
AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.
BERENSTEIN LAW FIRM
R. MEIS
PO BOX 3207
SIOUX CITY, IA 51102

CERTIFICATE OF EXISTENCE

Name: AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.
Date of Organization: 09/26/2005
Duration: PERPETUAL

I, CHESTER J. CULVER, Secretary of State of the State of Iowa, custodian of the records of limited liability companies, certify that the limited liability company named on this certificate was duly organized under the laws of Iowa on the date printed above, that all fees required by the Iowa Limited Liability Company Act have been paid, and that articles of dissolution have not been filed.




CHESTER J. CULVER SECRETARY OF STATE

ATTACHMENT III

Resumes of Key Management

Resumes of Key Management

Jim McKenna – President

James McKenna has more than 30 years of communications experience with the last 25 in management of both a local telephone company and a CLEC. While with the local phone company, Mr. McKenna guided them through the growth periods in the 80's from electromechanical switches to the modern digital switches that are used today. As a manager of a CLEC, Mr. McKenna wrote and implemented the business plan for a startup of the CLEC. Mr. McKenna was also involved with the startup and implementation of an ISP for both wireline and wireless.

Mr. McKenna has attended many industry related seminars and technical training schools throughout his career.

Dana Greeno – VP and Chief Technology Officer

Dana Greeno comes to Aventure Communications with 26 years of telecommunications experience. Mr. Greeno has been involved with all aspects of telecommunications from installation test and turn-up of customer phone equipment to DS1, DS3 and Sonet transport equipment including installation, test, and turn-up of large Digital Switches.

Mr. Greeno's Management experience includes General Manager of a local phone company, Operations manager, switch and transport supervisor. Mr. Greeno has attended Maryland University and a multitude of manufacturer-sponsored courses.

Douglas Furlich – General Manager

Douglas Furlich is a second-generation telecommunications professional with over 21 years of operating company experience. Mr. Furlich holds the following professional degrees: Associate in Accounting, Bachelor of Science in Business Administration (Management), and Master of Business Administration (Management).

Mr. Furlich has been involved in wireline, wireless, Internet service provider and CLEC activities throughout his career. Most recently he served as a telecom analyst with the Iowa Utilities Board in Des Moines, Iowa.

He has participated in State, Regional and National forums on telecommunications operations and regulation. Mr. Furlich is a past member of the Board of Directors of the Iowa Telecommunications Association, serving on their Industry Relations and Legislative committees for several years. He has also served as a director for two wireless partnerships and a CLEC partnership.

ATTACHMENT IV

Financial Information

In accordance with Administrative Rule 20.1039-44 Financial Information is being submitted under
confidential seal.

**Aventure Communication Technology, L.L.C.
Statement of Financial Capability**

VERIFICATION

State of IOWA

County of Woodbury

Douglas Furlich, Affiant, being duly sworn according to law, deposes and says that:

he is the General Manager of Aventure Communication Technology, L.L.C.;

That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct to the best of his knowledge and belief and that he expects to be able to prove the same at any hearing hereof.

Respectfully submitted by:



Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

ATTACHMENT V

Interconnection Agreements

Contacts with ILECs

Artificially
Mail
Priority
Stars

Aventure
Communications

It's Never Been Easier to Communicate



Aventure Communication Technology
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
712-252-3800 Telephone
712-277-0805 Fax

November 15, 2005

By Certified Mail

Jefferson Telephone Company d/b/a Long Lines
Attn: Tom Connors, Manager
P. O. Box 128
Jefferson, SD 57038-0128

Re: Bona Fide Request for Negotiation of an Interconnection Agreement in South Dakota

Dear Mr. Connors:

This letter shall serve as a bona fide request from Aventure Communications Technologies (ACT) to Jefferson Telephone Company d/b/a Long Lines (Jefferson) to negotiate an Interconnection Agreement, in compliance with § 251 and §252 of the Telecommunications Act of 1934, as amended. ACT certifies it is a Telecommunications Carrier as defined by the act, and is ready, willing and able to negotiate in good faith with Jefferson the terms and conditions of an Interconnection Agreement.

The date you receive this letter shall serve as the starting point for the one hundred thirty-five (135) day negotiation window under §252. It is our hope that the terms and conditions can be agreed to before the end of the negotiation window. We intend to make monthly reports to the South Dakota Public Utilities Commission on the progress of these negotiations.

If you have an existing wireline Interconnection Agreement that complies with §252, please forward that to me for review. We are also requesting you provide us with information as to your ability to provide Local Number Portability in the Jefferson exchange. If Local Number Portability is not yet available, please provide a date when you expect it to be available, as well as information on any bone fide request to provide Local Number Portability you have received.

We look forward to working with you to reach an Interconnection Agreement.

Sincerely,

Aventure Communications Technologies

Cc South Dakota Public Service Commission
Capital Building, 1st Floor
500 East Capital Avenue, Pierre, SD 57501-5070



November 28, 2005

Doug Furlich
Aventure Communications Technology
401 Douglas St., Suite 406
Sioux City, Iowa 51101

Dear Mr. Furlich,

We are in receipt of your request to negotiate an interconnection agreement. Before we can proceed with negotiation we would like Aventure to show proof that they are a telecommunications carrier under the Telecommunications Act of 1934, as amended and are providing telecommunication service.

If you have any questions please call me at 712.792.3800.

Sincerely,

A handwritten signature in cursive script that reads "Kristy McDermott".

Kristy McDermott
Director Regulatory Affairs
Northwest Iowa Telephone
Jefferson Telephone Co



Aventure Communication Technology
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
712-252-3800 Telephone
712-277-0805 Fax

November 29, 2005

Kristy McDermott
Director Regulatory Affairs
Northwest Iowa Telephone
Jefferson Telephone Co
501 Fourth Street
Sergeant Bluff, IA 51054

RE: Bona Fide Request for Negotiation of an Interconnection Agreement in Iowa and in South Dakota

Dear Ms. McDermott,

We are in receipt of your letter dated November 28, 2005 requesting proof that Aventure is a Telecommunications Carrier under the Telecommunications Act of 1934, as amended (the "Act"), and requesting proof we are providing telecommunication service. A copy of your letter will be forwarded to the Iowa Utilities Board and the South Dakota Public Utilities Commission.

According to §51.301(c) (4) of the Act, "(c)onditioning negotiation on a carrier first obtaining state certifications" violate(s) the duty to negotiate in good faith.

Aventure has filed as a Telecommunications Service Provider with the Iowa Utilities Board.

Aventure intends to offer telecommunications for a fee directly to the public upon receipt of state certifications. Applications for state certifications are currently being processed.

Per our letter of November 15, 2005, which you received on November 16, 2005, the statutory 135-day window for negotiation will expire on March 31, 2006 for both Iowa and South Dakota.

I would also remind you that, according to §51.301 (c) (6) "(i)ntentionally obstructing or delaying negotiations or resolutions of disputes" is also a violation of the Act.

I suggest you govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Furlich", written in a cursive style.

Douglas Furlich
General Manager



Aventure Communications Technology
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
P: 712.252.3800
F: 712.277.0805

December 16, 2005

Mr. Harlan Best
Telecommunications Analyst
South Dakota Public Utilities Commission
Capital Building, 1ST Floor
500 East Capital Avenue
Pierre, SD 57501-5070

Re: Bone Fide Request for Interconnection with Jefferson Telephone Company

Dear Mr. Best,

On November 15, 2005, Aventure Communication Technology, L.L.C. sent a Certified Letter to Jefferson Telephone Company requesting negotiation of an Interconnection Agreement between Jefferson and Aventure Communications.

We received a letter from Jefferson Telephone Company, a copy of which you previously received with our response.

To date, no other response has been received from Jefferson Telephone Company to our Bone Fide Request. No negotiations have taken place.

We intend to keep you informed of progress of negotiations with Jefferson Telephone Company during the 135 day negotiation window under §252 of the Telecommunications Act of 1934, as amended by making monthly reports of the progress of the negotiations.

Sincerely,

Douglas Furlich
General Manager

CC: Paul Bergman, President
Jefferson Telephone Company



Aventure Communications Technology
401 Douglas Street, Suite 406
Sioux City, Iowa 51101
P: 712.252.3800
F: 712.277.0805

January 20, 2006

By Certified Mail

Jefferson Telephone Company d/b/a Long Lines
Mr. Tom Connors, Manager
PO Box 128
Jefferson, SD 57038-0128

**Re: Bone Fide Request for Interconnection with Jefferson Telephone Company
d/b/a Long Lines**

Dear Mr. Connors,

This letter serves as our **SECOND REQUEST** for Jefferson Telephone Company d/b/a Long Lines ("Jefferson") to enter into an Interconnection Agreement with Aventure Communication Technology, L.L.C. ("Aventure"). Section 251 (c)(1) of the Telecommunications Act of 1934, as amended, requires Jefferson to "negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection"

As of today's date, Jefferson has been not responded to Aventure's request for negotiation, other than to send a letter requesting proof not required by the statute.

The window for negotiations will expire on March 31, 2006.

Enclosed is a copy of our original request.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Furlich", written in a cursive style.

Douglas Furlich
General Manager

Cc: Mr. Harlan Best
South Dakota Public Service Commission



March 14, 2006

Doug Furlich
Adventure Communication Technology
401 Douglas St., Suite 406
Sioux City, IA 51101

Dear Mr. Furlich,

Enclosed please find two copies of Interconnection Agreements for Northwest Iowa Telephone Company and Jefferson Telephone Company. If you have any questions regarding the documents please call me at 712.792.3800.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristy McDermott". The signature is fluid and cursive.

Kristy McDermott

Director, Regulatory Affairs
Long Lines, LLC

COMMERCIAL AGREEMENT
BETWEEN
Aventure Communications.
And
Jefferson Telephone Company
IN THE STATE OF
Iowa

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EXHIBITS

EXHIBIT A - Rates

EXHIBIT B - LNP RATES AND CHARGES

ATTACHMENT I

Section 1.0 - GENERAL TERMS

1.1 This Commercial Agreement ("Agreement") made this _____ day of 2005, is by and between Aventure Communications, an Iowa Limited Liability Company, hereinafter called Aventure, and Jefferson Telephone Company an Iowa Corporation, hereinafter called JEFFERSON TELEPHONE COMPANY. Aventure and JEFFERSON TELEPHONE COMPANY may also be referred to herein singularly as a "Party" or collectively as "the Parties."

1.2 This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to the other Party network Interconnection and Ancillary Services for the purpose of Telecommunications within the Local Service Area Boundaries for the JEFFERSON TELEPHONE COMPANY End Office Switches where both Parties are providing Telephone Exchange Service. This Agreement also provides for specific compensation between the Parties for the transport and termination of Local Traffic. This Agreement is available for the term set forth herein.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 The terms and conditions of this Agreement shall be governed by and construed in accordance with the Act and the Commission's and FCC's Rules and Regulations, and any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local government authority; provided, however, that any modification of any law, rule or order shall not impact or modify the Parties' rights and obligations pursuant to this agreement. If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

2.2 The Parties enter into this Agreement without prejudice to the position they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

2.3 Notwithstanding anything stated herein to the contrary, JEFFERSON TELEPHONE COMPANY, by entering into and executing this Agreement does not intend to and shall not be interpreted or construed to have waived, released or otherwise forgone any rights it has, or had immediately prior to entering into this Agreement, as a "rural telephone company" or with respect to continuing to maintain its rural exemption within the meaning of Section 251(f) of the Act during the effective term of this Agreement or thereafter, as JEFFERSON TELEPHONE COMPANY hereby reserves any and all such rights. This Agreement shall not be construed to be an interconnection agreement or evidence of the negotiation of an interconnection agreement.

2.4 Due to JEFFERSON TELEPHONE COMPANY's Section 251(f) rural exemption, Aventure and JEFFERSON TELEPHONE COMPANY acknowledge and agree that: (a) JEFFERSON TELEPHONE COMPANY's provision of interconnection, facilities and services to Aventure under this Agreement does not constitute a request by Aventure, nor does JEFFERSON TELEPHONE COMPANY's provision of interconnection, facilities and services to Aventure under this Agreement constitute an offer by JEFFERSON TELEPHONE COMPANY, for interconnection, unbundled access, resale or other services pursuant to section 252 of the Act, and (b) this Agreement is not subject to Section 252 of the Act, including any requirement to negotiate, mediate, or arbitrate the Agreement pursuant to Section 252 of the Act, or file the Agreement with the Commission or the FCC. Further, Aventure agrees that it will not claim in any forum whatsoever, (including the press, or before a state or federal regulator) that the interconnection, facilities or services provided under this Agreement are subject to 252 of the Act. To the extent the Commission seeks to exert

jurisdiction over this Agreement, any entity seeks to have the Commission exert jurisdiction over this Agreement, or any entity seeks to subject this Agreement to any rates, terms, or conditions not specified herein, JEFFERSON TELEPHONE COMPANY shall have the right to terminate this Agreement upon thirty (30) days notice to Aventure.

2.5 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

Section 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, the Parties will not provide or establish Interconnection and/or Ancillary Services in accordance with the terms and conditions of this Agreement prior to execution of this Agreement. The Parties shall exercise reasonable efforts to negotiate an interconnection implementation schedule as it applies to obtaining Interconnection and Ancillary Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly provide the necessary information for processing of such a request for service.

3.3 Prior to placing any orders for services under this Agreement, the Parties will finalize an interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the interconnection implementation schedule.

Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between the Parties for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of Interexchange Traffic.

4.3 "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 in the duly authorized rules and regulations of the FCC or the Iowa Utilities Board.

4.4 "Ancillary Service(s)" means the services described in Section 7 of this Agreement.

4.5 "Application Date" or "APP" means the date one Party provides the other Party a firm commitment and sufficient information to provide service.

4.6 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to Ancillary Services such as 911, directory assistance and operator services.

4.8 "Bona Fide Request" or "BFR" means a request for a new interconnection or service not

already available in this Agreement for the provision of local telecommunications services.

4.9 "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.

4.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.10.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.10.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among End Office Switches.

4.11 "Commission" means the Iowa Utilities Board.

4.12 "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.

4.13 "Competitive Local Exchange Carrier" or "CLEC" refers to an entity authorized to provide Telephone Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier ("ILEC").

4.14 "Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.15 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speeds for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.16 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.18 "Effective Date" means the date of the last signature executing this Agreement.

4.19 "Enhanced Services" means any service that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

Deleted: ¶

4.20 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

4.21 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.22 "Firm Order Confirmation Date" or "FOC" means the notice the providing Party provides to the requesting Party to confirm that the requesting Party Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by providing Party for the provisioning of the service requested.

4.23 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Local Traffic.

4.24 "Interexchange Carrier" (IXC) means any entity that provides telecommunications services and facilities between exchanges. Aventure shall be considered an interexchange carrier when it routes calls between JEFFERSON TELEPHONE COMPANY's End Office Switch and any person or entity located outside the Local Service Area Boundary for that same JEFFERSON TELEPHONE COMPANY End Office Switch.

4.25 "Interexchange Traffic" means all traffic that does not qualify as Local Traffic under this Agreement.

4.26 "Internet Related Traffic" refers to dial-up access, DSL, cable modem or other broadband access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.27 "Local Exchange Carrier" (LEC) is an entity as defined in the Act that has received authorization from the Commission to provide Telephone Exchange Service in Iowa.

Deleted: .

4.28 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI on the network of one Party and the end user customers of that Party for the purpose of completing Local Traffic from the other Party's end user customers.

4.29 "Local Service Area Boundary" means the geographic area where JEFFERSON TELEPHONE COMPANY end office loops are connected to the same JEFFERSON TELEPHONE COMPANY End Office Switch.

4.30 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.31 "Local Traffic" means Telecommunications that originates from an Aventure customer located within the Local Service Area Boundary of a JEFFERSON TELEPHONE COMPANY End Office Switch and terminates to a JEFFERSON TELEPHONE COMPANY customer located within the Local Service Area Boundary for the same JEFFERSON TELEPHONE COMPANY End Office Switch, or Telecommunications that originates from a JEFFERSON TELEPHONE COMPANY customer located within the Local Service Area Boundary of a JEFFERSON TELEPHONE COMPANY End Office Switch and terminates to a Aventure customer located within the Local Service Area Boundary of the same JEFFERSON TELEPHONE COMPANY End Office Switch, Local Traffic does not include any traffic that either Party originates to, or terminates from , a third party carrier or interexchange carrier regardless of the originating and terminating end points of the call. Aventure shall pay access charges set forth in JEFFERSON TELEPHONE COMPANY's access services tariffs to JEFFERSON TELEPHONE COMPANY for all traffic that does not qualify as Local Traffic.

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4.32 "Main Distribution Frame" or "MDF" means a distribution frame (e.g., COSMIC frame) used to connect cable pairs and line and trunk equipment terminals on a switching system.

4.33 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB)

document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Access Service.

4.34 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.35 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs jointly provide Switched Access Service in accordance with JEFFERSON TELEPHONE COMPANY's access service tariffs.

4.36 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.37 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

4.38 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.39 "Party" means either Aventure or JEFFERSON TELEPHONE COMPANY and "Parties" means Aventure and JEFFERSON TELEPHONE COMPANY.

Deleted: ¶

4.40 "Plant Test Date" or "PTD" means the date acceptance testing is performed with the requesting Party.

4.41 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the directly interconnected networks of two LECs. The POI is that point where the exchange of traffic takes place.

4.42 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. The Proof of Authorization Section of this Agreement lists acceptable forms of documentation.

4.43 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes), being used for billing and measuring Telecommunications Service.

4.44 "Rate Center Area" is the geographic area within which Telephone Exchange Service is provided for NPA-NXX designations associated with a particular Rate Center.

Deleted:

4.45 "Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

4.46 "Scheduled Issued Date" or "SID" means the date the order is entered into the providing Party's order distribution system.

4.47 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (*i.e.*, Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.48 "Serving Wire Center" denotes the Wire Center from which dial tone for Telephone Exchange Service would normally be provided to a particular customer end-user premises.

4.49 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.50 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.51 "Small Exchange Carrier Access Billing" or "SECAB" means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

4.52 "Switched Access Service" has the meaning given the term in JEFFERSON TELEPHONE COMPANY's intrastate access services tariff and interstate access service tariff.

4.53 "Tariff" as used throughout this Agreement refers to JEFFERSON TELEPHONE COMPANY's interstate access service tariff filed with the FCC and its intrastate access service tariff and tariff for Telephone Exchange Service filed with the Commission.

4.54 "Telecommunications" has the meaning given that term in the Act.

4.55 "Telecommunications Carrier" has the meaning given that term in the Act.

4.56 "Telecommunications Services" has the meaning given that term in the Act.

4.57 "Telephone Exchange Service" has the meaning given that term in the Act.

4.58 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched.

4.59 "Wired and Office Tested Date" means the date by which all *intraoffice* wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.60 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 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 end users. 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 at the earliest practicable time.

5.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

5.1.5 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.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover from its end user customers the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.2 Term of Agreement

5.2.1 The initial term will be for 1 year from the Effective Date. Thereafter, this Agreement will be renewed for successive one-year terms on the anniversary of the Effective Date unless a Party forwards a written request to terminate to the other Party not less than 90 days prior to the expiration date or it may terminate within 90 days of written mutual agreement.

5.3 Proof of Authorization

5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its provider of Telephone Exchange Service. Such selection may be obtained in the following ways:

5.3.1.1 The end user's written Letter of Authorization.

5.3.1.2 The end user's electronic authorization by use of an 8xx number.

5.3.2 The Parties shall make POAs available to each other upon request. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

5.4 Payment

5.4.1 The Parties will prepare bills in accordance with industry standards and shall provide a bill for services monthly. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of the invoice. If either Party fails to pay for service when due, the billing Party shall include in the next bill late payment charges equal to 1.5 percent per month compounded daily, or the maximum amount allowed by law, whichever is less.

5.4.2 Disputes: The billed Party shall, in writing, advise the billing Party of any good faith disputes with respect to a billing within sixty (60) calendar days of the receipt of the invoice and include the specific details and reasons for disputing each item. The billed Party shall pay within 30 days of the invoice date all undisputed amounts. Absent a claim and/or dispute by the billed Party as to a charge within 60 days from its first appearance on an invoice to the billed Party, such charge shall be deemed to be correct and any right by the billed Party to dispute such charge shall be deemed waived. The Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in favor of the billing Party, the billed Party shall thereafter pay the disputed amount plus interest at the rate of 1.5 percent per month compounded daily or the maximum amount allowed by law, whichever is less, upon final determination of such dispute. The billing Party may disconnect service to the billed Party upon providing ten (10) days' written notice.

5.5 Taxes

5.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be subject to a resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5.6 Insurance

5.6.1 Each Party shall at all time during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage adequate to cover its liability.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, except for failure to pay any amount required by 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 third party carriers or transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 EXCEPT FOR ANY FAILURE TO PAY ANY AMOUNT REQUIRED BY THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

5.9 Indemnity

5.9.1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, or its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

5.10 Intellectual Property

5.10.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.10.2 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates in any marketing, advertising or promotional activities or materials.

5.11 Warranties

5.11.1 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 AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 This Agreement may not be assigned to another party without written consent of the other Party.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 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. 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.

5.15 Severability

5.15.1 In the event that anyone or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

5.16 Nondisclosure

5.16.1 In the course of administering this Agreement, either Party may gain access to customer information, employee information, financial information, and information concerning the facilities and technical capabilities of the other Party. It is agreed that this Agreement and all such information, except such customer information that must be provided to directories and 911 services, shall be treated as Proprietary Information which shall not be disclosed to any other party or used for any purpose other than the administration of this Agreement.

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative 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 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 discovered or otherwise admissible, be admitted in evidence, in a lawsuit. If any claim, controversy or dispute between the Parties cannot be resolved through negotiation, either Party shall have the option of pursuing resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Sioux City, Iowa, and waive any objections to an Iowa venue. 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.

5.19 Controlling Law

5.19.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa without regard to its conflict of laws principles.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers; directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent to the other Party at the addresses shown below:

Jefferson Telephone Company
Paul Bergman, President
501 4th Street
Sergeant Bluff, Iowa 51054

and to Aventure at the address shown below:

Aventure, LC.
Mr. James J. McKenna, President
401 Douglas St. Suite 406
Sioux City, IA 51101

Each Party shall inform the other of any change in the above contact person and/or address.

5.22 Responsibility of Each Party

5.22.1 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 of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts

and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 Unless specifically set forth herein, 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.

5.24 Referenced Documents

5.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, 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, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("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.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues, which result from such implementation on a timely basis.

5.30 Amendments

5.30.1 This Agreement can only be amended in writing, executed by the duly authorized

representatives of the Parties.

5.31 Entire Agreement

5.31.1 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.

Section 6.0 – INTERCONNECTION

6.1 Interconnection Facility

6.1.1 This Section describes the Interconnection of the Parties networks for the purpose of exchanging Local Traffic. Each Party will provide Interconnection at the trunk side of an end office switch. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Local Traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches for the exchange of Local Traffic.

6.1.2 Method of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. The Parties will mutually agree upon the establishment of a POI either: (a) within the Local Service Area Boundary for each JEFFERSON TELEPHONE COMPANY End Office Switch where Local Traffic shall be exchanged or (b) in Sioux City, Iowa with Aventure paying JEFFERSON TELEPHONE COMPANY for the provision of an entrance facility and dedicated transport at the rates set forth in Exhibit A to this Agreement

6.1.2.1 JEFFERSON TELEPHONE COMPANY provided Entrance Facility. If the Parties mutually agree upon the

establishment of a POI in Sioux City, Iowa, Interconnection, limited to the Interconnection of facilities between one Party's switch and the other Party's switch, will be accomplished through the provision of a DS1 or a DS3 entrance facility. The entrance facility shall be located in Sioux City to a point described as agreed upon in the Orpheum Building, 520 Pierce Street, Room 620, Sioux City, Woodbury County, Iowa, and JEFFERSON TELEPHONE COMPANY shall be responsible for providing the trunks from that point to its Central Office Switch in Sergeant Bluff. Aventure shall pay for the JEFFERSON TELEPHONE COMPANY provided entrance facility and dedicated transport at the rates set forth in Exhibit A.

6.1.2.2 Should the Parties fail to reach an agreement on the arrangements for exchanging traffic at a POI located in Sioux City, Iowa, nothing in this Agreement precludes JEFFERSON TELEPHONE COMPANY from exercising its right under Section 251 (a) of the Act to require a direct Interconnection with Aventure for the exchange of all traffic at one or more POIs located within the Local Service Area Boundaries of JEFFERSON TELEPHONE COMPANY's End Office Switch(es).

6.2 Exchange of Traffic

6.2.1 Description

6.2.1.1 This Section addresses the exchange of Local Traffic between one Party's network and the other Party's network. Neither Party will interconnect or deliver traffic to the other from third parties. Aventure shall not deliver traffic over the LIS trunks provided under this Agreement from its subscribers located outside the Local Service Boundary Area for the JEFFERSON TELEPHONE COMPANY terminating End Office Switch, either by means of central office translations or by call forwarding. Neither Company will deliver traffic on the trunks provided for in this Agreement, which would otherwise be subject to access charges or other compensation. Unless otherwise agreed to

by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

6.2.1.2 The traffic types to be exchanged under this Agreement include:

6.2.1.2.1 Local Traffic as defined in this Agreement. Reciprocal compensation for the transport and termination of Local Traffic will be calculated at the rates specified in Exhibit A to this Agreement. JEFFERSON TELEPHONE COMPANY shall compensate Aventure for the transport and termination of Local Traffic originating on JEFFERSON TELEPHONE COMPANY's network and transiting the POI agreed upon by the Parties pursuant to this Agreement. Aventure shall compensate JEFFERSON TELEPHONE COMPANY for transport and termination of Local Traffic originating on Aventure's network and transiting the POI agreed upon by the Parties pursuant to this Agreement.

6.2.1.2.2 In addition to reciprocal compensation, Aventure shall pay JEFFERSON TELEPHONE COMPANY compensation for the use of the JEFFERSON TELEPHONE COMPANY facilities for Interconnection according to the rates specified in JEFFERSON TELEPHONE COMPANY's intrastate access service Tariff.

6.2.1.2.3 Traffic having special billing or trunking requirements will not be exchanged under this Agreement. Such traffic includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify; and
- d) Toll free services.
- e) Wireless
- f) Internet
- g) Enhanced Services

6.2.1.2.4 Reciprocal compensation shall apply solely to the transport and termination of Local Traffic exchanged through a POI agreed upon by the Parties pursuant to this Agreement, and shall not apply to any other traffic services, including without limitation:

- a) Toll traffic;
- b) InterLATA traffic;
- c) Transiting traffic;
- d) Traffic which neither originates nor terminates on Aventure's network;
- e) Wireless – originated or wireless- terminated traffic;
- f) Commercial Mobile Radio Service or paging traffic;
- g) Internet traffic;
- h) Interexchange Traffic; and
- i) Enhanced Services

Deleted:

Aventure shall pay JEFFERSON TELEPHONE COMPANY the rates set forth in JEFFERSON TELEPHONE COMPANY's access services Tariffs for all traffic that does not constitute Local Traffic under this Agreement.

6.2.2 Terms and Conditions

6.2.2.1 Transport and Termination of Local Traffic.

6.2.2.1.1 Local Traffic will be terminated as Local Interconnection Service (LIS).

6.2.2.1.2 As negotiated between the Parties, the transport of Local Traffic will occur in as follows:

6.2.2.1.2.1 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements and must be mutually agreed.

6.2.2.1.2.2 Unless the Parties agree to establish a direct Interconnection at a POI located within the Local Service Area Boundary of a JEFFERSON TELEPHONE COMPANY End Office Switch, Aventure must purchase transport services from JEFFERSON TELEPHONE COMPANY. Transport will be direct trunked transport.

6.2.2.2 Transit Traffic

6.2.2.2.1 Neither Party will transit traffic from a third party to the other Party's network.

6.2.2.3 Switched Access or Jointly Provided Switched Access. Neither Party will deliver traffic subject to access service charges on the LIS trunks.

6.2.2.4 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks will be handled in accordance with industry standards.

6.2.2.5 Switching Options.

6.2.2.5.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling will be provided for LIS trunks. Each Party will be responsible for its own arrangements to provide SS7 Out-of-Band Signaling and must be requested on the order for the new LIS trunks. Each of the Parties will provide for interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394.

6.2.2.5.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DSO-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of Band Signaling. 64CCC must be requested on the order for the new LIS trunks. The Parties will provide each other with its capability for Clear Channel Capability.

6.2.2.6 LIS Forecasting

6.2.2.6.1 Both Parties shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

6.2.2.6.2 The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each' Party.

6.2.2.6.3 Switch growth jobs are custom jobs with a minimum six-month timeframe from the vendors. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize standard forecast timelines.

6.2.2.6.4 For ordering information see the Interconnection – Ordering

6.2.2.6.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing. See the Interconnection Exchange of Traffic Section.

6.2.2.6.6 In addition to the above information, the following information will be available through the Local Exchange Routing Guide. The LERG is available through Telcordia.

- a) Each Party's end offices (LERG);
- b) CLLI codes (LERG);
- c) Switch type (As Provided); and

6.2.2.6.7 The following terms shall apply to the forecasting process:

- a) Each Party's forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.
- b) Forecasts shall be deemed Confidential Information.

6.2.2.6.8 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.2.2.6.9 Interconnection facilities provided on a route, which involves extraordinary circumstances shall be subject to the Construction Charges, as detailed in the Construction Charges Section of this Agreement. Each Party may also choose to work in good faith to identify and locate alternative routes, which can be used to accommodate forecasted build.

6.2.2.7 Trunking Requirements

6.2.2.7.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current Industry standards.

6.2.2.7.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements and must be mutually agreed.

6.2.2.7.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements for Switched Access vs. Local Traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups which, unless specifically otherwise stated in this Agreement will not be provided under this agreement.

- a) Combined Exchange Access (Toll) and Jointly Provided Switched Access trunks;
- b) Enhanced Service traffic or information service Traffic
- c) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);
- d) 911/E911 trunks;
- e) Operator services trunks (where the switch type requires separation from Directory Assistance trunks); and
- f) Mass calling trunks will not be provided on LIS trunks.

6.2.2.7.4 Trunk group connections will be made at a DS1 or multiple DS1 level of exchange of Local Traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and toll free service trunk groups shall not be provided under this agreement.

6.2.2.7.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

- a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement.

6.2.2.7.6 The Parties shall terminate Local Traffic exclusively on End Office Switches. No Local Traffic or local trunk groups shall be terminated on access tandems.

6.2.2.7.7 Host-Remote. When a Wire Center is served by a remote end office switch or remote terminal, the originating Party will deliver traffic to the host central office. Neither Party will deliver traffic directly to the remote end office switch or to the remote terminal.

6.2.2.8 Testing

6.2.2.8.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.2.8.2 Testing Capabilities

6.2.2.8.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type).

6.2.2.8.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automate scheduled testing, cooperative

scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates. Testing fees will be paid by the requesting Party when requesting the testing.

6.2.2.9 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No.4.

6.2.2.10 Miscellaneous Charges

6.2.2.10.1 Cancellation charges will apply to cancelled LIS trunk orders, based on the critical dates, terms and conditions described in the JEFFERSON TELEPHONE COMPANY access service tariff (s).

6.3 Ordering

6.3.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (*i.e.*, Direct Trunked Transport); 3) the number of trunks to be provisioned at an end office; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

6.3.2 For each NXX code assigned to a Party by the NANPA, that Party will provide the other Party with the CLLI codes of the Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, each Party will also provide the other with the assigned Two-Six Code (TGSN) to which each NXX will be routed. This information can be provided as agreed by the Parties, and is required to ensure that both Parties route the other's traffic appropriately.

6.3.3 A joint planning meeting will precede initial trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity.

6.3.4 Trunks will be ordered to end offices directly for Local Traffic. Exchange Access (toll) and Jointly Provided Switched Access traffic are not provided for in this agreement.

6.3.5 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.3.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be determined on an Individual Case Basis.

6.3.7 The ordering Party may cancel an order for LIS at any time prior to notification by the other Party that service is available for the ordering Party's use. If the ordering Party is unable to accept LIS within 30 calendar days after the original service date the order for LIS will be canceled; and cancellation charges as noted in 6.2.2.10 shall apply.

6.4 Jointly Provided Switched Access Services

6.4.1 Jointly Provided Switched Access Service is not provided for in this agreement.

Section 7.0 - ANCILLARY SERVICES

7.1 Interim Number Portability

Interim Number Portability will not be provided in this agreement.

7.2 Local Number Portability

7.2.1 The Parties will offer Local Number Portability in compliance with the Act. In accordance with industry guidelines, the publication of LNP capable switches will be identified in the Local Exchange' Routing Guide (LERG) and the schedule and status for future deployment will be determined in compliance with the FCC's rules and regulations. Wireline to wireline LNP will be provided by JEFFERSON TELEPHONE COMPANY within six months after receiving a trading partner profile from Aventure. Wireline to wireline LNP is only available where Aventure has facilities or its own NPA-NXX in the JEFFERSON TELEPHONE COMPANY rate center from which the numbers will be ported.

7.2.3 Per the decision of the US Court of Appeals for the District of Columbia issued March 11, 2005 in case number 03-1414, LNP is not available where the call is transported wirelessly in any manner. Both Parties will conform to applicable LNP industry guidelines, as identified in CC Docket No. 95-116, the North American Numbering Council LNP Architecture & Administrative Plan, the LNP Western Region and/or the consolidated Regional Operations Team requirements and guidelines, and any applicable state guidelines.

7.2.4 Each Parties shall perform default LNP queries. Query services and charges are defined in the applicable tariffs, including End Office and Tandem Default Query Charges.

7.2.5 Both Parties shall comply with ordering standards as developed by the industry. LNP service is ordered via a Local Service Request and associated Number Portability forms.

7.2.6 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (1GB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for local number portability:

7.2.7 Return of Disconnected Ported Telephone Numbers. When a ported telephone number is completely disconnected, you must return the number to its original code holder. Ported numbers shall not be reassigned by the Ported-to-Party. Telephone numbers will return to the original code holder on the effective release date. The Ported-to-party shall age ported. . numbers that have been disconnected for a minimum period of 60 days, prior to returning it to the original code holder. The aging period for Residence shall not exceed 90 days and Business shall not exceed 365 days or the life of the current directory whichever is shorter.

	<u>Number of Lines</u>	<u>Interval</u>
Service Intervals	1-8 lines or trunks	5 business days
	9-16 lines or trunks	6 business days
	17-24 lines or trunks	7 business days
	25 or more lines or trunks	ICB not to exceed 30 days

Out of Hours Conversions

Any quantity ICB

7.2.8 Each Party will comply with FCC and Commission rules on cost recovery for long term number portability, but either Party may reserve its right to challenge, and seek changes to, such rules.

7.2.9 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

7.2.10 Both Parties agree to comply with applicable intra- and inter-company testing guidelines as established by the Western Region Implementation and Testing Team and/or State specific teams.

7.2.11 Respective charges for LNP are provided in exhibit B.

7.3 911/E911 Service

7.3.1 Description

7.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

7.3.1.2 Automatic Location Identification Data Management System (ALI/DMS). The All/OMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

7.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the All/OMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

7.3.2 Terms and Conditions

7.3.2.1 Each Party will be responsible for its own arrangements for E911 service.

7.3.2.2 Each Party will be responsible for compliance with all E911 service regulations as required by state and Federal rules.

7.3.2.3 If a third party is the primary service provider to a county, each Party will negotiate separately with such third party with regard to the provision of E911 service to the county. All relations between such third party are separate from this Agreement and neither Party makes no representations on behalf of the third party.

7.3.2.4 Each Party will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for E911 service.

7.3.2.5 Each Party is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard for the E911 call delivery.

7.3.2.6 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

7.3.2.7 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for E911 services shall be billed to the appropriate PSAP.

7.3.2.8 Each Party will be responsible for maintaining its own E911 database.

7.3.3 E911 Database Accuracy

7.3.3.1 Each Party is responsible for its own E911 Database.

7.3.3.2 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

7.3.4 E911 Interconnection

7.3.4.1 Each Party is responsible for its own interconnection to the E911 system.

7.3.4.3 The Parties will cooperate in the routing of E911 traffic in those instances where the All/ANI information is not available on a particular E911 call.

7.3.5 E911 and Number Portability

7.3.5.1 When a telephone number is ported out, the receiving Party shall be responsible to update the ALI/DMS database. When a telephone number is ported in, the receiving Party shall be responsible to update the ALI/DMS database.

7.4 White Pages Directory Listings

7.4.1 Description

White Pages Listings Service (Listings) consists of placing the names, addresses and telephone numbers of end users in applicable listing database, based on end user information provided to each Party. Neither Party is authorized to use the other Party's end user listings without separate arrangements or amendment to this agreement.

7.4.2 Terms and Conditions

7.4.2.1 Each Party is responsible for its own arrangements for white page listings.

7.4.2.2 Each Party shall transfer responsibility for its listings with the directory provider within 30 days of the number being transferred.

7.5 Directory Assistance

7.5.1 Description

7.5.1.1 Directory assistance service is a telephone number, voice information service that a LEC provides to its own end users and to other telecommunications carriers.

7.5.2 Terms and Conditions

7.5.2.1 Each Party is responsible for its own arrangements for directory assistance.

7.5.2.2 Each Party shall transfer responsibility for its listings with the directory assistance provider within 30 days of the number being transferred.

7.6 Toll and Assistance Operator Services

7.6.1 Description

7.6.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing calls.

7.6.2 Terms and Conditions

7.6.2.1 Each Party is solely responsible for its end user access to toll and operator services.

SECTION 8.0 - NETWORK SECURITY

8.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

8.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. The Parties are responsible for covering its employees on such security requirements and penalties.

8.3 The Parties telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering its employees on such security requirements and penalties.

8.4 Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted.

8.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training

responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

8.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

8.7 Each Party shall comply at all times with other Party's security and safety procedures and requirements.

8.8 Each Party will allow the other Party to inspect or observe spaces which house or contain its equipment or equipment enclosures at any time.

8.9 The Parties will train its employees, agents and vendors on the other Party's security policies and guidelines.

8.10 The Parties employees will ensure adherence by its employees, agents and vendors to all environmental health and safety regulations. This includes all fire/life safety" matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

8.11 The Parties employees, agents and vendors will secure and lock all doors and gates.

8.12 The Parties employees, agents and vendors will comply with Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

8.13 Smoking is not allowed in buildings, Wire Centers, and all other facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting the offending Party to denial of unescorted access.

8.14 No flammable or explosive fluids or materials are to be kept or used anywhere within the buildings or on the grounds.

8.15 No weapons of any type are allowed on premises. Vehicles on a Party's property are subject to this restriction as well.

8.16 The Parties employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

8.17 The Parties employees may request the other Party's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

8.18 A Party is not liable for any damage, theft or personal injury resulting from other Party's employees, agents or vendors parking in a parking area owned or leased by a Party.

8.19 The Parties employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to leasing Party's space or the nearest restroom facility. Such

access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

8.20 Each Party will assist the other Party in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

Section 9.0 - ORDERING AND PROVISIONING PROCESS

9.1 Support for Pre-Ordering, Ordering and Provisioning

9.1.1 Local Service Request (LSR) Ordering Process

9.1.1.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange LSRs. This process may be via FAX or E-mail.

9.1.1.2 Functions

9.1.1.2.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order.

9.1.1.2.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service.

9.1.1.3 Access Service Request (ASR) Ordering Process

9.1.1.3.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange ASRs. This process may be via FAX or E-mail.

9.1.2 Maintenance and Repair

9.1.2.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange maintenance and repair information. This process may be via FAX or E-mail.

9.1.3 Hours of Operation

9.1.3.1 Aventure normal hours of operation are 9:00 AM to 3:00 PM Central Time, Monday through Friday, excluding Holidays.

9.1.3.2 Aventure Holidays are:

New Years Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas

9.1.3.3 JEFFERSON TELEPHONE COMPANY normal hours of operation are 9:00 AM to 3:00 PM Central Time, Monday through Friday, excluding Holidays.

9.1.3.4 JEFFERSON TELEPHONE COMPANY Holidays are:

New Years Day
Memorial Day

July 4th
Labor Day
Thanksgiving Day
Friday following Thanksgiving Christmas
One Day to be determined each year

9.1.4 Billing

9.1.4.1 For products billed out of the Interexchange Access Billing System, Providing Party will utilize the existing CABS/BOS format and technology for the transmission of bills.

9.1.4.2 For products billed out of the Customer Record Information System, the Parties will utilize the industry standard for the transmission of monthly local billing information. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

9.1.5 Outputs

9.2.5.1 Output information will be provided in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format.

9.1.6 Compensation/Cost Recovery

On-going and one-time startup charges as applicable will be billed as specified in Exhibit A & B of this Agreement.

9.2 Maintenance and Repair

9.2.1 Service Levels

9.2.1.1 The Parties will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which it provides for itself.

9.2.1.2 The Parties will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

9.2.1.3 Repair intervals and escalation guidelines are included in Attachment I.

9.2.2 Branding

9.2.2.1 Branding is not provided in this agreement.

9.2.3 Service Interruptions

9.2.3.1 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 the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 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".

9.2.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of

the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

9.2.3.3 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 repair center for such service.

9.2.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

9.2.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

9.2.3.5.1 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 LECs and itself.

9.2.3.5.2 The Parties shall cooperate in isolating trouble conditions.

9.2.4 Trouble Isolation

9.2.4.1 Pursuant to applicable tariffs, the Parties may bill appropriate Trouble Isolation Charges for dispatched work done where the trouble is found to be on the end user's side of the NID or trouble is found to be in the other Party's portion of the network.

9.2.4.2 Other Trouble Isolation Charges may be imposed for other internal repair work incurred on behalf of the other Party and later found to be in its network components.

9.2.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, the Parties will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for the other Party or its end users.

9.2.6 Testing/Test Requests/Coordinated Testing

9.2.6.1 The Parties shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

9.2.6.2 Prior to any test being conducted on a line, a Party must receive a trouble report from the other Party.

9.2.7 Workcenter Interfaces

9.2.7.1 The Parties shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

9.2.8 Misdirected Repair Calls

9.2.8.1 The Parties will employ the following procedures for handling misdirected repair calls:

9.2.8.1.1 The Parties will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

9.2.8.1.2 End users of each Party shall be instructed to report all cases of trouble to itself.

9.2.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

9.2.8.1.4 The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

9.2.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. Either Party may respond with accurate information in answering end-user questions.

9.2.9 Major Outages/Restoral Notification

9.2.9.1 Each Party will notify the other Party of major network outages as soon as is practical. This notification will be via e-mail to the identified contact. With the minor exception of certain proprietary information, the Parties will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to industry standards.

9.2.10 Protective Maintenance

9.2.10.1 The Parties will perform scheduled maintenance equal in quality to that which it provides to itself.

9.2.10.2 The Parties will work cooperatively to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

9.2.11 Hours of Coverage

9.2.11.1 The Parties will provide each other its hours of coverage and after hour contact information.

9.2.12 Escalations

9.2.12.1 The Parties will provide trouble escalation procedures to each other. Such procedures will be based on the processes it employs for its own end users.

9.2.13 Dispatch

9.2.13.1 The Parties will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

9.2.13.2 Upon the receipt of a trouble report from, each Party will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition.

9.2.13.4 The Parties shall perform appropriate trouble isolation and screenings prior to

submitting a trouble report to the other Party.

9.2.14 Intervals/Parity

9.2.14.1 Similar trouble conditions, reported on behalf of either Party's end users, will receive similar commitment intervals.

9.2.15 Jeopardy Management

9.2.15.1 Notification will be given on the same basis that a trouble report interval isn't likely to be missed.

9.2.16 Trouble Screening

9.2.16.1 The Parties shall screen and test its end user trouble reports completely enough to insure that it sends to the other Party only trouble reports that involve its facilities.

9.2.17 Maintenance Standards

9.2.17.1 The Parties will cooperate to meet the maintenance standards outlined in this Agreement.

9.2.18 End User Interfaces

9.2.18.1 The Parties will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

9.2.19 Repair Call Handling

9.2.19.1 Repair calls will be answered with the same quality and speed as each Party answers calls from its own end users.

9.2.20 Single Point of Contact

9.2.20.1 The Parties will provide a single point of contact to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided for each category of trouble situation being encountered.

9.2.21 Network Information

9.2.21.1 The Parties will share necessary information to allow the other Party to process orders and within industry rules and guidelines.

9.2.22 Maintenance Windows

9.2.22.1 Generally, the Parties will perform major switch maintenance activities off hours, during certain "maintenance windows".

9.2.22.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Central Time.

9.2.22.3 Although normally major switch maintenance occurs during the above maintenance window, there will be occasions where this will not be possible.

Section 10.0 - ACCESS TO TELEPHONE NUMBERS

10.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment

Guidelines published by the Industry Numbering Committee ("INC") as INC 950407-008 (formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

10.2 Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the Central Office Code Administrator.

10.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

10.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

10.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

Section 11.0 - REFERRAL ANNOUNCEMENT

11.1 When an end user changes from one Party to the other and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the end user for 60 days after the effective date of the disconnect.

Section 12.0 - BONA FIDE REQUEST PROCESS

12.1 Intent.

The BFR process is intended to be used when a Party requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

12.2 Process.

12.2.1 A BFR shall be submitted in writing by the requesting Party and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that providing Party has sufficient information to analyze and prepare a response.

12.2.2 The requesting party may cancel a BFR in writing at any time prior to the Parties agreeing to price and availability. The providing Party will then cease analysis of the request.

12.2.3 Within five (5) Business Days of its receipt, the providing Party shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

12.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, the providing Party shall provide a proposed price and availability date, or it will provide an explanation as to why it elects not to meet the requesting Party's request. If extraordinary circumstances prevail, the providing Party will inform the requesting Party as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. The Parties will then determine a mutually agreeable date for receipt of the request.

12.2.5 Unless the requesting Party agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by the requesting Party, in accordance with the applicable provisions of the Agreement.

12.2.6 Upon affirmative response from the providing Party, the requesting Party will submit in writing its acceptance or rejection of the providing Party's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request the providing Party agrees to meet, the Dispute resolution procedures described in this Agreement may be used by a Party to reach a resolution.

Section 13.0 - SERVICE PERFORMANCE

13.1 General Provisions

13.1.1 Each Party will provide service quality equal to service it provides itself.

Section 14.0 - NETWORK STANDARDS

14.1 The Parties recognize that services and network elements have been purchased and deployed, over time, to Bellcore technical standards.

14.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

Section 15.0 - SIGNATURE PAGE

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

Aventure Communications.

Jefferson Telephone Company

Signature

Signature

Name Printed/Typed

Name Printed Typed

Title

Title

Date

Date

[Handwritten Signature]

Kristy McDermott

Director

3/14/2006

Exhibit B Rates And Charges For Number Portability

Non-Recurring Charges for Number Portability

Pre-ordering

CLEC Account Establishment Per CLEC	\$275.00
-------------------------------------	----------

Ordering and Provisioning

Initial Service Order	\$ 35.00
Subsequent Service Order	\$25.00

Custom Handling

Service Order Expedite	\$10.00
Coordinated Conversion	\$13.00
Hot Coordinated Conversion First Hour	\$22.00
Hot Coordinated Conversion Additional Quarter Hr.	\$ 4.00

Application of NRC's

Per-ordering: CLEC account establishment is a one-time charge applied to the first time that Aventure orders any service from this Agreement.

Ordering and Provisioning: Initial Services Order (ISO) applied per Local Service Request (LSR). Subsequent Service Orders applies per LSR for modifications to an existing LNP service.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service order Expedite applies if Aventure request service prior to the standard due date intervals.

Coordinated Conversion applies if Aventure requests notification and coordination of service cutover prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Aventure requests real-time coordination of a service cutover that take one hour or less.

Hot Coordinated Conversion per Additional Quarter Hours applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real time coordination of a service cutover that takes more than one hour.

ATTACHMENT I

SERVICE INTERVAL & ESCALATION GUIDELINES

REPAIR SERVICE INTERVAL

Each Party will respond to a request for repair within one hour of the time notified of a service problem.

The Party reporting the service problem may begin the escalation process if the service is not restored to an acceptable level 4 hours after the report is filed with the responsible Party.

The Party receiving the trouble report will notify the reporting Party within one hour of the repair work being completed.

ESCALATION

Each Party will provide the other Party with an escalation contact list containing contact names, E-mail addresses and telephone numbers beginning with the initial contact person up to Officer/General Manager level, within 30 days of execution of this agreement. Each Party shall be responsible to maintain the escalation contact list on a current basis and provide the other Party changes within 30 days of a significant change.

ATTACHMENT VI

South Dakota Department of Revenue Sales Tax License

ISSUE DATE: 03/20/06
EXPIRATION DATE: NONE
LOCATION: 401 DOUGLAS ST STE 406
SIOUX CITY IA 51101-1471
USA
LICENSE: 73-001-203520256E-ST-001 Sales Tax

ADVENTURE COMMUNICATIONS LLC
401 DOUGLAS ST STE 406
SIOUX CITY IA 51101-1471
USA

NON-TRANSFERABLE



This license entitles the business or person to whom it is issued to transact whatever business or activity is specified on this license until it expires or is cancelled.

A handwritten signature in black ink, appearing to read "Gary R. Viken".

Gary R. Viken

Secretary of Revenue & Regulation

ATTACHMENT VII

Proposed Tariff

SOUTH DAKOTA
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
AVENTURE COMMUNICATION TECHNOLOGY, L.L.C.
d/b/a
Aventure Communications

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Aventure Communication Technology, L.L.C. d/b/a Aventure Communications for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission.

In accordance with SDCL 20:10:06:02, this tariff is available for public inspection during normal business hours at the main office or copies may be inspected, during normal business hours, at the Company's principal place of business located at 401 Douglas Street, Suite 401, Sioux City, Iowa 51101.

Issued: May 16, 2006

Effective:

Issued by:

Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

SD10600

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Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

SDI0600

CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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			2	24	Original *
1	1	Original *	2	25	Original *
1	2	Original *	2	26	Original *
1	3	Original *	2	27	Original *
1	4	Original *	2	28	Original *
			2	29	Original *
2	1	Original *	2	30	Original *
2	2	Original *	2	31	Original *
2	3	Original *	2	32	Original *
2	4	Original *	2	33	Original *
2	5	Original *	2	34	Original *
2	6	Original *	2	35	Original *
2	7	Original *	2	36	Original *
2	8	Original *	2	37	Original *
2	9	Original *	2	38	Original *
2	10	Original *	2	39	Original *
2	11	Original *	2	40	Original *
2	12	Original *	2	41	Original *
2	13	Original *			
2	14	Original *			
2	15	Original *			

* - Indicates Pages included in this filing.

Issued: May 16, 2006

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Aventure Communication Technology, L.L.C.
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Sioux City, Iowa 51101

SD10600

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
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4	3	Original	*	6	7	Original	*
4	4	Original	*	6	8	Original	*
4	5	Original	*	6	9	Original	*
4	6	Original	*	6	10	Original	*
4	7	Original	*	6	11	Original	*
				6	12	Original	*
5	1	Original	*	6	13	Original	*
5	2	Original	*				
5	3	Original	*	7	1	Original	*
5	4	Original	*	7	2	Original	*
5	5	Original	*				
				8	1	Original	*
6	1	Original	*				
6	2	Original	*				

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Sioux City, Iowa 51101

SD10600

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (T) - To signify a change in text but no change in rate or regulation..

Issued: May 16, 2006

Effective:

Issued by:

Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

SD10600

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Aventure Communication Technology, L.L.C. d/b/a Aventure Communications, hereinafter referred to as the Company, to Customers within the state of South Dakota. Aventure's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the South Dakota Public Utilities Commission. In addition, this tariff is available for review at the main office of Aventure Communication Technology, L.L.C. d/b/a Aventure Communications at with principal offices at 401 Douglas Street, Suite 401, Sioux City, Iowa 51101.

Issued: May 16, 2006

Effective:

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Douglas Furlich, General Manager
Aventure Communication Technology, L.L.C.
401 Douglas Street, Suite 406
Sioux City, Iowa 51101

SD10600

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement that connects the Customer's location to an Aventure switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Aventure - Used throughout this tariff to mean Aventure Communication Technology, L.L.C. d/b/a Aventure Communications, unless clearly indicated otherwise by the text.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - South Dakota Public Utilities Commission

Company or Carrier - Aventure Communication Technology, L.L.C. d/b/a Aventure Communications, unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 1 - DEFINITIONS, (CONT'D.)

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

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SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of South Dakota.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2- REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2- REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (E) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the state of South Dakota regardless of its choice of laws provision.
- (G) Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

- (B) The liability of the Company for errors in billing that result in overpayment by the Customer may be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (C) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, or (b) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(C) (continued)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof which is not the result of negligence;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any calls not actually attempted to be completed during any period that service is unavailable;
- (10) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (D) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (E) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (F) **Directory Errors** - In the absence of negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(G) With respect to Emergency Number 911 Service:

- (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3) When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. The Company's liability shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(A) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to.
- (B) All recurring charges, as well as usage charges, if applicable, are billed monthly in arrears.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

- (E) A late payment charge of 1.5% per month, or an amount otherwise allowed by South Dakota law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within fifteen (15) days of the mailing date of the Company's invoice for service or by the due date printed on the invoice, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.
- (F) A service charge equal to \$25.00, or an amount otherwise allowed by South Dakota law, whichever is less, will be assessed under South Dakota law for all checks or other payment type submitted by the Customer to the Company and returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- (G) If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, South Dakota 57501-5070
Toll-Free: (800) 332-1782
TTY Through Relay South Dakota: (800) 877-1113
website: <http://www.state.sd.us/puc/>

- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

The Company does not collect Advance Payments from Customers.

2.5.5 Deposits

The Company does not collect Customer Deposits.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

- 2.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.6.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.6 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.6.7 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.6.8 Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Application for Service

- 2.7.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.4 Application of Credits for Interruptions in Service, (cont'd.)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.12.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.13.1 to any subsidiary, parent company or affiliate of the Company; or

2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company within the state;
or

2.13.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network, (cont'd.)

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Notices and Communications

- 2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.16.1 E911 Service Surcharge

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law, Commission rules or local jurisdiction requirements.

2.16.2 South Dakota Telecommunications Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the South Dakota Telecommunications Relay Service ("SDTRS") program. The SDTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by South Dakota law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law or Commission rules.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest Corporation
- 2) Jefferson Telephone Company d/b/a Long Lines
- 3) Vivian Tel. Co. d/b/a Golden West Telecommunications
- 4) PairieWave Community Telephone, Inc.
- 5) Alliance Communications Cooperative, Inc.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges, (Cont'd.)

4.1.2 Rates

	Business	Residential
Line Connection Charge		
Primary Line	\$60.00	\$60.00
Secondary Line	\$60.00	\$60.00
Service Order Charge		
Moves/Add/Changes	\$25.00	\$ 25.00

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises.

	Business	Residential
Installation Charge – 1 st Hour	\$120.00	\$110.00
Installation Charge – Each Add'l 1/2 hour	\$ 46.00	\$ 46.00
Repair Charge – 1 st ½ Hour	\$ 91.00	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00	\$ 46.00

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Business	Residential
Per occasion, per line:	\$20.00	\$20.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option B Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option C Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, or C for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

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SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- (A) The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- (B) Business rates apply at the following locations, among others:
 - (1) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - (2) In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - (3) In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - (4) In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates, (cont'd.)

(C) Residence rates apply at the following locations, among others:

- (1) In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
- (2) In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates at another location.

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) access the Company Local Calling Services and other Services as set forth in this tariff;
- (C) access interexchange calling services of other carriers;
- (D) access (at no additional charge) to Company operators and business office for service related assistance;
- (E) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- (F) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service, (Cont'd.)

5.3.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	Business	Residential
Monthly Rate, per line:	\$60.00	\$40.00

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SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (cont'd.)

Caller ID-Number Only – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone number has a distinctive ring on incoming calls for identification purposes.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

(A) Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Feature	Monthly Recurring Charge	
	Business	Residential
Anonymous Call Rejection	\$3.00	\$3.00
Auto Call Back (*69)	\$4.00	\$4.00
Auto Redial	\$3.00	\$3.00
Call Forwarding - Busy Line	\$2.00	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00	\$6.00
Caller ID Name and Number	\$8.50	\$6.50
Distinctive Ringing	\$6.50	\$4.50
Priority Call	\$1.75	\$1.75
Speed Calling 8	\$3.00	\$1.50
Speed Calling 30	\$4.00	\$2.00
Three Way Calling	\$4.99	\$3.00

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (cont'd.)

(B) Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Busy Redial	\$0.75
Return Call	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.50

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Per Call Charge

\$1.25

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number, which is different from the called, or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

Busy Line Verification, per request:	\$2.50
Busy Line Interrupt, per request:	\$5.00

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

(A) Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(B) Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service, which is located in a residence and for permanent or seasonal guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(C) Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(D) Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.3 Monthly Rates

	Monthly Rate	
	Business	Residential
Additional Listings	\$1.50	\$1.00
Nonlisted Service	\$2.00	\$2.00
Nonpublished Service	\$4.50	\$4.50

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SECTION 7 – SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the South Dakota Public Utilities Commission.

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SECTION 7 – SPECIAL ARRANGEMENTS, (CONT'D.)

7.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 8 - PROMOTIONAL OFFERINGS

8.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

8.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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