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June 20, 2006

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
Capitol Building, First Floor
500 East Capitol Avenue
Pierre, SD 57501

RECEIVED
JUN 23 2006
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Interconnection Agreement between Sprint and PrairieWave Community Telephone, Inc.

Dear Ms. Van Gerpen:

Enclosed please find the original and one (1) copy of the negotiated Interconnection Agreement between Sprint and PrairieWave Community Telephone, Inc. submitted for Commission approval.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Haase".

Dawn Haase
Legal Assistant

Enclosures
cc: Service List

INTERCONNECTION AGREEMENT

BY AND BETWEEN

PrairieWave Community Telephone, Inc.

AND

SPRINT COMMUNICATIONS COMPANY, L.P.

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This Interconnection Agreement (“Agreement”) is made by and between PrairieWave Community Telephone, Inc. (“PrairieWave”), a South Dakota corporation with offices at 5100 South Broadband Lane, Sioux Falls, South Dakota 57108 and Sprint Communications Company, L.P. (“Sprint”) a Delaware limited partnership with offices at 6160 Sprint Parkway, Overland Park, KS 66251 (Sprint). PrairieWave and Sprint may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, PrairieWave is an incumbent local exchange carrier (“ILEC”) and Sprint is a competitive local exchange carrier (“CLEC”) and PrairieWave is authorized by the Commission to provide telecommunications services in the PrairieWave rural service area in South Dakota; and

WHEREAS, Sections 251(a) and (b) and Section 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection for purposes of exchanging Local Traffic, and the Parties intend to comply with these requirements; and

WHEREAS, Sprint understands that it will apply for and have received the appropriate authorization from the Commission, consistent with the instructions to Sprint in the Order Granting Amended Certificate of Authority in Docket No. TC96-156, dated April 28, 1997, to go before the Commission in another proceeding, or obtain a waiver of such requirements from the Commission, before being able to provide telecommunications services in PrairieWave’s rural service area before this Agreement becomes effective; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services necessary for the exchange of Local Traffic pursuant to Sections 251(a) and 251(b) of the Act and applicable law; and

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act;

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement

- 1.1. This Agreement shall be effective as of the date it is approved by the Commission and have an initial term of one (1) year. The Parties agree that Sprint may initiate the placing of orders under this Agreement beginning with the date of the last Party to sign the Agreement. Orders will be processed but, until the Agreement is approved by the Commission and Sprint has received authorization to serve in PrairieWave’s service territory, no Traffic will be

exchanged between the Parties. Unless renegotiated pursuant to this Section 1, this Agreement shall automatically renew for successive one (1) year periods.

- 1.2. Either Party may seek to negotiate a new agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. Provided the Parties are pursuing negotiation, mediation, or arbitration of a new Agreement, this Agreement shall continue in full force and effect until such new Agreement is effective.

2. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 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 Federal Communications Commission ("FCC") or the Commission.
- 2.2. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party for terminating Local Traffic subject to this Agreement.
- 2.3. Commission means the South Dakota Public Utilities Commission.
- 2.4. End Users means a third-party residence or business that subscribes to services provided, in whole or in part, from either Party's network. As used here, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.5. Extended Area Service ("EAS") is a service arrangement whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 2.6. EAS Traffic means two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

- 2.7. Interconnection means the direct or indirect linking of the Parties' networks for the mutual exchange of traffic consistent with the routing established in the Local Exchange Routing Guide ("LERG").
- 2.8. Interconnection Facility is the dedicated transport facility used to connect the Parties' networks.
- 2.9. Internet Service Provider (ISP) Bound Traffic means traffic delivered to a provider of Internet Services and which, for purposes of intercarrier compensation, is subject to the FCC's Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68 as modified or amended.
- 2.10. Local Access and Transport Area ("LATA") has the same meaning as that contained in the Act.
- 2.11. Local Traffic means two-way telephone exchange/voice communications traffic, exchange access traffic or intraMTA Commercial Mobile Radio Service ("CMRS") traffic exchanged between the Parties that originates and terminates within the PrairieWave local calling area boundary as established and defined by the Commission and includes mandatory EAS traffic. This definition specifically does not include Information Service Provider (ISP) traffic consistent with the definition of Information Service in the Act and rules and orders of the Federal Communications Commission.
- 2.12. Percent Local Usage or PLU is a calculation which represents the ratio of the EAS/Local minutes to the sum of EAS/Local minutes and all other minutes sent between the Parties over local interconnection trunks.
- 2.13. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.
- 2.14. Telecommunications Services shall have the meaning set forth in 47 U.S.C. 153(46).

3. Billing and Payments

The Parties shall bill each other for all charges due on a monthly basis and all such charges, except those in dispute, shall be payable within thirty (30) days of the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.

4. Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

5. Limitation of Liability

5.1. Except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. The liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.

5.2. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

6. Indemnification

- 6.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.
- 6.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.
- 6.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit

has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

7. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

8. Nondisclosure of Proprietary Information

8.1. The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this

Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

- 8.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 8.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

9. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, facsimile (fax) transmission, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and shall be effective when received and properly addressed to:

For Sprint:
Sprint Communications Company L.P.
Interconnection Solutions
MS: KSOPHA0310
6330 Sprint Parkway
Overland Park, KS 66251

With a copy to:
Sprint Communications Company L.P.
Attention: Legal/Telecom Management and Privacy
6391 Sprint Parkway
Mail Stop KSOPHT0101-Z2060

Overland Park, KS 66251

For PrairieWave:

Business Name: PrairieWave Community Telephone, Inc
ATTN: Legal Department
Mailing Address: 5100 South Broadband Lane
City/State/Zip Code: Sioux Falls, SD 57108
Contact Phone Number: (605) 965-9894
Fax: (605) 976-7867

or to such other location as the receiving Party may direct in writing.

10. Severability

10.1. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

11. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

12. Dispute Resolution

Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement. If negotiations do not resolve the dispute, then

either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms.

13. Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the FCC and the state of South Dakota, without regard to its conflicts of laws principles.

14. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 6 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

15. Survival

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

16. Publicity

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

17. Miscellaneous

17.1. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

17.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.

17.3. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM
COURSE OF DEALING OR COURSE OF PERFORMANCE.

- 17.4. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.
- 17.5. Waiver. PrairieWave does not waive, nor shall it be estopped from asserting, any rights it may have under 47 U.S.C. § 251(f). Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 17.6. Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law.
- 17.7. No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.

18. Interconnection

18.1. Points of Interconnection

18.1.1. Sprint will establish a minimum of one POI within each LATA, at any technically feasible point on PrairieWave's network for purposes of exchanging Local Traffic only.

18.1.1.1. Sprint will be responsible for engineering and maintaining its network on its side of the POI and PrairieWave will be responsible for engineering and maintaining its network on its side of the POI.

18.1.1.2. Regardless of how such facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Local Traffic from the other Party's network and for delivering such Local Traffic to the other Party's network in

a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective End Users.

18.1.1.3. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, Sprint and PrairieWave will jointly provision the facilities that connect the two networks. PrairieWave will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. PrairieWave will provide to its exchange boundary or to a POI as otherwise mutually agreed to.

18.1.1.4. Each Party agrees that it will not knowingly provision any services that allows the arbitrage and/or circumvention of the application of switched access charges or permits the delivery and termination of non-Local Traffic as if it is Local Traffic. Each Party will take all reasonable steps to terminate or reroute such non-Local Traffic or pay to the other Party the filed switched access tariff rate for all traffic violating this section.

18.2 Technical Requirements for Interconnection

18.2.1 Interconnection to the PrairieWave Tandem Switch will provide Sprint local interconnection for Local Traffic purposes to the end offices and NXXs which subtend that tandem, where local trunking is provided and access to the toll network.

18.2.2. Interconnection with PrairieWave’s end office switch will provide Sprint with local interconnection for Local Traffic to the PrairieWave NXX codes served by that PrairieWave’s End Office and any PrairieWave NXXs served by remotes that subtend the End Office.

18.2.3. Regardless of the type of interconnection with PrairieWave’s network, PrairieWave shall permit its End Users within a given Rate Center to dial the same number of digits to call a Sprint NPA-NXX in any Rate Center that would be required of the same End User to call a landline end-user in the same Rate Center as the Sprint NPA-NXX. Sprint shall permit its End Users within a given Rate Center to dial the same number of digits to call a PrairieWave NPA-NXX in any Rate Center that would be required of the same End User to call a Sprint End User in the same Rate Center as the PrairieWave NPA-NXX. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.

18.2.4. The Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of Local Traffic between the Parties.

18.2.5. In order to track and monitor the Local Traffic that is being exchanged the Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the Local Traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Local Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to, the originating end user telephone number, will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards.

18.3. Interconnection Facility

18.3.1. Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between PrairieWave and a third party, lease of PrairieWave facilities, lease of third-party facilities, or construction of its own facilities

18.3.2. An Interconnection Facility may be a one-way facility or a two-way facility as agreed to by the Parties.

18.3.3. When two-way Interconnection Facilities are utilized, neither Party shall be financially responsible for that portion of the Interconnection Facility used to transmit the other Party's originating Local Traffic.

18.3.3.1. If Sprint leases the Interconnection Facility from PrairieWave, PrairieWave shall credit the cost of such facility for that percentage of the traffic attributable to PrairieWave-originated Local Traffic.

18.3.3.2. If Sprint leases the Interconnection Facility from PrairieWave and PrairieWave does not provide a credit according to Section 18.3.3.1 above, or if Sprint self-constructs or leases the Interconnection Facility from a third party, Sprint may charge PrairieWave for PrairieWave's proportionate share of the recurring charges for the Interconnection Facilities based upon that percentage of the traffic attributable to PrairieWave-originated Local Traffic.

18.3.3.2.1. A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current traffic study data, if requested in writing.

18.3.4. Compensation for this facility is separate and distinct from any transport and termination charges or as otherwise agreed in a Bill and Keep arrangement.

18.3.4.1. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Local Traffic.

18.4. Indirect Traffic Interconnection

18.4.1. Either Party may request the other Party to negotiate terms for an indirect interconnection arrangement through a third party providing local transit services ("Transiting Entity").

18.4.2. In the event the parties establish an indirect interconnection arrangement through a third-party, Praire Wave agrees that it will not deliver its originated traffic to Sprint via an IXC if Sprint has NXX codes rated with the ILEC's local calling area, including mandatory EAS.

18.4.3. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the Transiting Entity providing the transit services.

18.4.4. Each Party is responsible for the transport of originating calls from its network to the Transiting Entity. The originating Party is responsible for the payment of transit charges assessed by the Transiting Entity.

19. Transit Traffic

19.1. Transit Traffic means the use of the PrairieWave tandem switch to deliver Local Traffic between the Parties and between any third party

telecommunications carrier or Local Traffic the Parties exchange traffic through a third-party carrier.

- 19.2. Sprint acknowledges that PrairieWave does not have any responsibility to pay any third-party telecommunications carrier charges for termination of any Transit Traffic from Sprint delivered through the PrairieWave tandem switch to the third-party telecommunications carrier. Both Parties reserve the right not to pay charges for Transit Traffic originated by a third party carrier delivered via the tandem switch of PrairieWave.
- 19.3. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with any third-party carrier for the exchange of Transit Traffic to that third party.
- 19.4. In addition to the payment terms and conditions contained in other Sections of this Agreement, Sprint shall pay to PrairieWave any applicable transit service charges as set forth in Attachment I
- 19.5. PrairieWave will use reasonable efforts to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. PrairieWave agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third-party carrier. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

20. Intercarrier Compensation

20.1. Compensation for Local Traffic Transport and Termination

- 20.1.1. Except for the termination of intraMTA CMRS traffic, the Parties agree to exchange Local Traffic on a Bill and Keep basis. Sprint will provide at least thirty (30) days prior written notice to PrairieWave before terminating intraMTA CMRS traffic using this Agreement. Compensation for the transport and termination of intraMTA CMRS traffic will be at the rate set out in Attachment I to this Agreement.
- 20.2. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601) and other calling record information as required by SDCL §§ 49-31-109 through 113.

21. Office Code Translations

- 21.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.
- 21.2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 21.3. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

22. Local Number Portability (LNP)

- 22.1. Local Number Portability ("LNP") provides an End User of local exchange telecommunications service the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another. The Parties recognize that some of the Local Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.
- 22.2. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff.
- 22.3. The Parties will mutually provide LNP services from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local carriers while retaining the telephone number or numbers associated with the account.
- 22.4. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

22.5 The Parties agree that traffic will be routed via a Location Routing number (“LRN”) assigned in accordance with industry guidelines.

23. Coordination of Transfer of Service

23.1. To serve the public interest of customers, the Parties agree that, when a customer transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring customers are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

23.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.

23.3. Each Party is responsible for following FCC rules for obtaining customer authorization from each End User initiating transfer of service from one Party to the other Party.

23.4. Each Party will accept transfer of service requests from the other Party for one customer that includes multiple requests for transfers where the customer will retain one or more telephone numbers.

24. Directory Listings and Distribution Services

24.1. Sprint agrees to provide to PrairieWave or its publisher, as specified by PrairieWave, all subscriber list information (including additions, changes and deletions) for its subscribers and those of any wholesale customers of Sprint services, located within PrairieWave’s operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to PrairieWave or its publisher, as specified by PrairieWave, or its publisher, as specified by PrairieWave, prior to the directory listing publication cut-off date, which will be provided by PrairieWave to Sprint.

24.2. PrairieWave will include the primary listings (residence and business) of End Users served through Sprint in its White Pages Directory, and if applicable in its Yellow Pages Directory under the appropriate heading classification as determined by publisher as well as in any electronic directories in which PrairieWave’s own Customers are ordinarily included. Listings of End Users served through Sprint will be interfiled with listings of PrairieWave’s End Users and the End Users of other LECs, in the local section of PrairieWave's directories.

- 24.3. Sprint will identify any End Users that are “non-published” End Users and any End Users that are “non-listed.”
- 24.4. Primary listing information of End Users served through Sprint in the telephone directories will be provided at no charge. Sprint will pay PrairieWave’s published charges for additional and foreign telephone directory listings.
- 24.5. To the extent PrairieWave maintains its own directory listings database, PrairieWave will provide to Sprint at Sprint’s request, an auditable copy of listings of End Users served through Sprint, twice per year at no charge to Sprint.
- 24.5.1. In the case of rate centers and markets where PrairieWave does not maintain its own directory listings database, PrairieWave and Sprint will work cooperatively to establish a mechanism for Sprint to secure from the publisher or directory listings provider, copies of the directory listings of End Users served through Sprint. This mechanism may include a letter of authorization, planning meetings, and other collaborative efforts, but will be at no cost to PrairieWave. To the extent PrairieWave uses a third-party to provide directory listing database, PrairieWave will cooperate with Sprint to obtain the necessary documentation to conduct an audit related to those services.
- 24.6. To the extent PrairieWave maintains its own Directory Assistance Database, PrairieWave will include and maintain Sprint subscriber listings in PrairieWave’s directory assistance databases at no charge and will provide to Sprint at Sprint’s request up to four times per year and at no charge to Sprint, a report of listings of End Users served through Sprint.
- 24.6.1. In the case of rate centers and markets where PrairieWave does not maintain its own Directory Assistance Database, PrairieWave will cooperate with Sprint to obtain the necessary documentation to conduct an audit related to this service.
- 24.7. ILEC will distribute its telephone directories to Sprint’s End Users in the same manner it provides those functions for its own End Users, and at a cost of \$5.00 per End User. Sprint will provide any necessary delivery information, e.g., mailing labels.

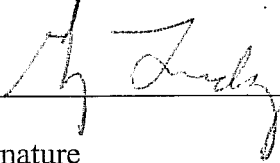
25. Master Street Address Guide (MSAG)

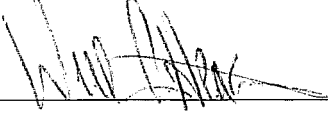
- 25.1. To the extent ILEC maintains a MSAG, ILEC shall provide Sprint with a file containing the MSAG for Sprint's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where SPRINT is authorized to do business as a local exchange service provider and ILEC is the 911 service provider.
- 25.2. Sprint or its agent shall provide initial and ongoing updates of Sprint's customers 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications Company L.P.

By: PrairieWave Community Telephone Inc.





Signature

Signature

Gary Lindsey

Typed or Printed Name

William P. Heaston

Typed or Printed Name

Director- Access Solutions

Title

VP, General Counsel

Title

6/16/06

Date

6/14/06

Date

Attachment I
PRICING SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>
TANDEM SWITCHING	N/A
TRAFFIC TERMINATION	Bill and Keep
TRANSPORT	N/A
TRANSIT CHARGES	\$.003
CMRS TERMINATION	\$.028 less a 17% credit


CERTIFICATE OF SERVICE

I, Dawn Haase, on the 20th of June, 2006, served the attached
**INTERCONNECTION AGREEMENT BETWEEN PRAIRIEWAVE
COMMUNITY TELEPHONE, INC. AND SPRINT COMMUNICATIONS, L.P.** via
U. S. mail to the persons indicated at the address below.

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
Capitol Building, First Floor
500 East Capitol Avenue
Pierre, SD 57501

and copy without enclosure sent via U.S. Mail to

Sheryl Cronenwett
Contract Negotiator II – Interconnection Solutions
Sprint
6330 Sprint PKWYBLDG1
KSOPHA0310-3B418
Overland Park, KS 66251


Dawn Haase