

Jefferson Telephone Company

January 16, 2007

RECEIVED

JAN 18 2007

Executive Director
Public Utilities Commission
Capitol Building, First Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

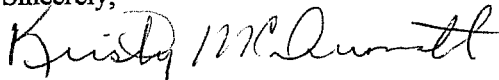
Re: Negotiated Interconnection Agreement between Aventure and Jefferson Telephone Company

Dear Director:

Enclosed please find an original and 10 copies of the negotiated interconnection agreement between Aventure Communications and Jefferson Telephone Company for Commission approval.

The agreement gives details of how the parties will interconnect their respective networks in the Jefferson exchange at a point of interconnect (POI) to be determined. Each party will be responsible for engineering and construction of network on their respective side of the POI. Jefferson asserts its rights as a rural telephone company and this agreement was drafted pursuant to those rights. This agreement does not discriminate against any non-party carrier and is consistent with the public interest, convenience and necessity. Should you have any questions or need additional information regarding this request, please contact me at 712.792.3800 or at mcdermot@longlines.com.

Sincerely,



Kristy McDermott
Director of Regulatory Affairs
Jefferson Telephone Company

Enclosures

RECEIVED

JAN 18 2007

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of the 10th day of October, 2006, is between Aventure Communication Technology, LLC ("CLEC") and Jefferson Telephone Company, LLC ("ILEC"), collectively referred to as the "Parties".

RECITALS

This Interconnection Agreement (the "Agreement") is entered into as a result of private negotiations between the Parties. The Parties recognize that this Agreement is subject to approval by the South Dakota Public Utilities Commission (Commission).

WHEREAS CLEC is certified by the Commission as a Competitive Local Exchange Carrier and has requested the below described interconnection; and

WHEREAS ILEC is a Rural Telephone Company and an Incumbent Local Exchange Carrier, as that term is defined under the Telecommunications Act of 1996 ("Act"); and

WHEREAS ILEC is willing and able to provide the requested interconnection; and

WHEREAS the Parties have agreed to limit this interconnection Agreement to interconnection matters only;

NOW, THEREFORE, ILEC and CLEC agree to interconnect with each other upon the following terms and conditions.

1. SCOPE OF AGREEMENT

1.1. Pursuant to this Agreement the Parties will extend certain arrangements to one another within the Local Calling Area and that portion of the Extended Calling Area where ILEC provides service to end users.

1.2. This Agreement addresses the interconnecting requirements of the Act and does not address: 1) traffic originated by other telecommunications carriers; 2) traffic terminated by either Party acting as an interexchange carrier; 3) traffic originating in or terminating to any other local exchange carrier or (4) ISP bound traffic. This Agreement does not affect the right of either ILEC or the CLEC to request a waiver, suspension or modification with respect to new services or interconnections not included within this Agreement.

2. **EFFECTIVE DATE**

This Agreement shall become effective upon approval by the Commission.

3. **TERM OF AGREEMENT**

3.1 This Agreement shall have an initial term of one year. This Agreement shall automatically renew for successive one (1) year periods.

3.2 Either Party may terminate this 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, but in no event for a period of more than nine (9) months from the notice of termination.

4. **RURAL TELEPHONE COMPANY**

ILEC asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. LEC further asserts that, pursuant to Section 251(f)(1) of the Act, ILEC is exempt from Section 251(c) of the Act. Notwithstanding such exemption, ILEC has entered into and accepted this Agreement and the Commission's jurisdiction over this Agreement for purposes of exchanging traffic, as defined herein, with CLEC. Execution of this Agreement does not in any way constitute a waiver or limitation of ILEC's rights under § 251(f)(1) or 251(f)(2) so as to preclude ILEC from asserting its status as a rural telephone company for purposes other than this Agreement.

5. **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.

5.1 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.

5.2 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.

5.3 Commission shall mean South Dakota Public Utilities Commission.

5.4 Extended Area Service ("EAS") means traffic that is originated and terminated within the local calling area as defined by ILEC's then current EAS/local serving areas, and as determined by the Commission.

5.5 Interconnection Facility is the dedicated transport facility used to connect the Parties' networks.

5.6 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.

5.7 Local Traffic means two-way wireline or fixed wireless telephone exchange traffic exchanged between the Parties that originates and terminates within the ILEC local calling area, including local calling among and between the ILEC's separate exchanges. Local calling area does not include alternative toll optional calling plans or use of the EAS agreement between NWIT and Qwest for traffic to Sioux City. Local traffic also does not include ISP bound traffic.

5.8 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.

6. INTERCONNECTION TRUNKING ARRANGEMENTS

6.1 The Parties will interconnect their networks by exchanging local traffic at the POI in the Jefferson, SD Exchange. CLEC will be solely responsible for all costs to deliver its local traffic from its exchanges to the POI. ILEC will be solely responsible for all costs to deliver its local traffic from all its exchanges to the POI. ILEC will not charge CLEC for the construction of any facilities or extension of facilities to reach the POI. ILEC shall complete any necessary construction so that traffic may be exchanged at the POI no later than 30 days after the signing of this Agreement by the Parties. CLEC shall be responsible for providing access to an external point of connection or other access to the building.

6.2 The Parties agree that there will be the single POI as described in paragraph 6.1.

6.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

6.4 The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

6.5 Interconnection will be provided via two-way trunks. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per industry standards, and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in the Telcordia guide.

6.6 This Agreement is applicable only to ILEC's serving area of Jefferson. ILEC will not be responsible for interconnections or contracts relating to any CLEC's interconnection with any other Carrier.

7. RECIPROCAL COMPENSATION

7.1 Compensation for the exchange of Local Traffic shall be based upon bill and keep as a reciprocal compensation mechanism so long as the traffic is roughly balanced. The Parties agree that bill and keep is defined as a mechanism under which neither Party will apply a reciprocal compensation rate (which shall include the end office and tandem rate) for local traffic originated by one Party and terminated by the other Party. Neither Party shall deliver to the other for call termination traffic associated with third party traffic that transits that Party's network.

7.2 The Parties assume and agree that the exchange of Local Traffic between them is either roughly balanced or de minimis, unless traffic studies indicate otherwise. Accordingly, neither Party will initially bill the other for termination of Local Traffic. However, upon the request of either Party, the Parties agree to perform joint traffic studies based upon mutually agreeable assessment criteria and audit standards. Such requests may be requested no more than every six (6) months. In the event that either Party establishes through a minimum of six (6) months of traffic data that the Local Traffic exchanged between the Parties is out of balance by at least fifty-five percent (55%) to forty-five (45%) in either direction, then compensation shall commence in the following month. Traffic studies may also show the traffic exchange in balance at which time compensation shall return to bill and keep in the following month.

7.3 Should the Parties determine under paragraph 7.2 that symmetrical reciprocal compensation (Transport and Termination) charges for Local Traffic apply, the rate for such compensation shall be pursuant to Attachment I.

8. INTERCONNECTION FORECASTING

8.1 Each Party will provide the other a forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide any requested forecast support information to the other.

8.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months.

Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

8.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all Facilities between the Parties will be engineered to achieve P.01 Grade of Service.

8.4 All requests by CLEC to ILEC to establish, add, change, or disconnect trunks can be made using the industry standard Access Service Request (ASR) or mutually agreeable forms.

9. TESTING AND TROUBLE RESPONSIBILITIES

CLEC and ILEC agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

9.1 Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

9.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

9.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

9.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

9.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

9.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

9.7 Immediately report to each other any equipment failure which may affect the interconnection trunks.

9.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

10. COORDINATION OF TRANSFER OF SERVICE

10.1 Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that when an end user transfers service from one Party to the other Parties it will be necessary for the parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will also need to be coordinated between the Parties to ensure quality services to the public.

10.2 Procedures for Coordinated Transfer of Service Activities. 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. The Party requesting customer transfer will provide the other Party a LSR 5 business days prior to the transfer due date. Each party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and interim number portability, where technically feasible, activity between the Parties.

10.3 Charges for Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities, unless otherwise provided for in this agreement. Any and all expedited orders may incur a charge of \$55.

10.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will keep LOA in a customer file.

10.5 Transfer of Service Announcement. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of 60 days.

10.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party from which the end user is transferring will honor requests

for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. It is recommended that the installation date precede the disconnection date.

10.7 Disconnect and Coordination of Local Number Portability for Service Transfers without Change of Number. In the case where an end user changes service from one Party to the other Party and the end user retains its original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability, where technically feasible, from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, new network number porting information, and date service should be transferred using the industry standard LSR format. The Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows. Should local number portability not be available, interim number portability or remote call forwarding will apply.

10.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers. The requesting Party will provide a minimum of 10 business days notice to the transferring Party on combined transfer requests.

10.9 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number. The requesting Party will provide a minimum of 10 business days notice to the transferring Party on bulk transfer requests.

10.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the Network Interface Device (NID) consistent with Federal Communication Commission rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

11. LOCAL NUMBER PORTABILITY (LNP)

11.1 Local Number Portability ("LNP") provides an End User of telecommunications service the ability to retain, at the same location, its existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

11.2 Each Party shall be responsible for its own 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.

11.3 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.

11.4 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.

12. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

12.1 CLEC will be solely responsible for establishing its own relationship with the directory publishing company for directory listings and distribution.

12.2 CLEC will be solely responsible for establishing its own relationship for directory assistance listings and access to listings.

13. CLEC RESPONSIBILITY

CLEC shall bear total responsibility for connection and provision of their customer's access to E-911, Line information databases (LIDB), local and long distance operator services and directory assistance.

14. BILLING AND PAYMENT

The Parties will prepare bills in accordance with industry standards and shall provide a bill for services monthly. Undisputed 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 of the undisputed amounts, or the maximum amount allowed by law, whichever is less.

14.1 The billed Party shall, in writing, advise the billing Party of any 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 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 or the maximum amount allowed by law, whichever is less, upon final determination of such dispute.

15. **AUDIT**

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 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 to not interfere with the audited Party's business operations.

16. **DISPUTE RESOLUTION**

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 the arbitration described below or in any lawsuit or other proceeding 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, if otherwise admissible, be admitted in evidence, in the arbitration or lawsuit or other proceeding.

If any claim, controversy or dispute between the Parties cannot be resolved through negotiation; either party shall have the option of referring the matter either to the

appropriate court, regulatory agency or to arbitration. Arbitration may be used only with the consent of both Parties. If Arbitration is used, it shall be resolved by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.

Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

17. CHANGE OF LAW

If a federal or state legislation body or 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.

18. NONDISCLOSURE OF PROPRIETARY INFORMATION

18.1 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 Act, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information shall also 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.

18.2 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.

18.3 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.

19. 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.

20. INDEPENDENT CONTRACTOR

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

21. NO WARRANTY

NEITHER PARTY GUARANTEES NOR WARRANTS THE INSTALLATION OF THE FACILITIES, OR ERROR-FREE OR INTERRUPTION-FREE TELECOMMUNICATIONS SERVICE. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT

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

22. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT. THE PARTIES' ONLY LIABILITY UNDER THIS AGREEMENT IS FOR DIRECT, ACTUAL DAMAGES TO THE EXTENT EITHER PARTY CAUSES THE OTHER PARTY SUCH DAMAGE. THE PARTIES' REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

23. INDEMNIFICATION

Each Party to this Agreement shall indemnify and hold harmless the other Party, with respect to any third-party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees.

The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. 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.

24. ASSIGNMENT

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

25. 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 Iowa, without regard to its conflicts of laws principles.

26. 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 procedures set forth in this Agreement.

27. SEVERABILITY

In the event that any one 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.

28. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

29. AMENDMENT

No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both Parties hereto. Any Amendment to this agreement shall be subject to approval by the IUB.

30. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any end user customer of the Parties, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

31. **REGULATORY APPROVAL**

The Parties agree to jointly file this Agreement with the South Dakota Public Utilities Commission and to fully cooperate with each other in obtaining Commission approval.

32. **NOTICE**

All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed or sent to each party as set forth below or at such other address or in such other manner as may be designated by such Party in written notice to the other Party. All such notices and communications shall be effective when delivered in person or transmitted by facsimile or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the Party to whom the same is so given or made:

If to ILEC:

Jefferson Telephone Company, LLC
Tom Connors
501 4th St.
Sergeant Bluff, Iowa 51054

If to CLEC:

Aventure Communication Technology
401 Douglas Street, Suite 406
Sioux City, IA 51101
Facsimile: (712) 277-0805

In Witness Whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Aventure Communication
Technology, LLC

By: 

Douglas T. Furlich
Type or Print Name

General Manager
Title

October 31, 2006
Date

Jefferson Telephone Company, LLC

By: 

Tom J Conners
Type or Print Name

Manager
Title

November 14, 2006
Date

Attachment I

PRICING SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>
RECIPROCAL COMPENSATION	\$0.00
FACILITY CHARGE	
Facilities leased for the purpose of interconnection will be at intrastate access private line rates. Rates are contained in company access tariff or price catalog.	

NON-RECURRING CHARGES:

CUSTOM HANDLING

Service Order Expedite:	
Non-Engineered	\$25.00
Coordinated Conversions	
Coordinated Conversion	\$20.00
Hot Coordinated Conversion First Hour	\$35.00
Hot Coordinated Conversion per Add'l Quarter Hour	\$10.00

Service Order Expedite applies if a Party requests service prior to the standard due date intervals.

Coordinated Conversion applies if a Party requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion applies if a Party request real-time coordination of a service cut-over that takes 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 cut-over that takes more than one hour.

- In the event tandem switching is provided, the rate will be the current NECA FCC #5, paragraph 17.2.2, tandem switching rate.