

GENERAL TERMS AND CONDITIONS
BETWEEN
SANTEL COMMUNICATIONS COOPERATIVE, INC.
AND
Midcontinent Communications

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Pricing Attachment	Attachment 2
Interconnection Attachment	Attachment 3
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AGREEMENT

THIS AGREEMENT (Agreement) is effective as of the ____ day of _____, 2007 (the "Effective Date"), by and between Midcontinent Communications, a South Dakota Partnership (Midcontinent) with offices at 3901 N Louise Avenue, Sioux Falls, SD 57107 and Santel Communications Cooperative, Inc. (Santel) with offices at 308 S. Dumont Ave., Woonsocket, SD 57385. This Agreement may refer to either Santel or Midcontinent or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, Santel is a local exchange telecommunications company authorized to provide telecommunications services in the state of South Dakota; and

WHEREAS, Midcontinent is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of South Dakota; and

WHEREAS, the Parties wish to restate specifically for the purposes of fulfilling their obligations pursuant to Section 251 of the Telecommunications Act of 1996 ("the Act").

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to Section 251 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, Santel and Midcontinent agree as follows:

1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Section 251 of the Act.
- 1.2 Except as specifically provided in this Agreement and any attachments hereto, CLEC agrees that it is requesting and will use the arrangements under this Agreement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access rates per each Party's tariffs.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be two years ("Initial Term"), beginning on the above Effective Date and shall apply to the State of South Dakota. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Initial Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement

becomes effective. If the Parties cease to order services under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice.

3. Termination of the Agreement

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party has notified the defaulting Party in writing of the alleged default and the defaulting Party has not cured the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

3.1.2 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 below.

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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 will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. 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.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Responsibility for Payment

Santel will render to Midcontinent monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Santel's applicable tariffs. Midcontinent shall pay bills in accordance with terms of this Agreement. In the event that Midcontinent defaults on its payment obligation to Santel, Santel's service to Midcontinent will be terminated and any security deposits held will be applied to the outstanding balance owed by Midcontinent to Santel.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or in Santel's applicable tariff. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within

thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day.

9.2 Billing Disputes Related to Unpaid Amounts:

9.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Dakota's applicable law. If the billed Party has paid the Disputed Amounts and the dispute is resolved such that a refund is required, the Billing Party shall refund the disputed amounts with interest at the rate of (one and one-half percent (1-1/2%) per month. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default.

9.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Dakota's applicable law.

9.2.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.3 Except for amounts disputed pursuant to Section 9.2 herein, the following shall apply:

9.3.1 If payment is not received within thirty (30) days from the bill date, Santel may provide written notice to Midcontinent that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If Santel does not refuse additional application for service on the date specified in the notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude Santel's right to refuse additional application for service without further notice.

- 9.3.2 If Midcontinent should fail to make any payment following the notice under Section 9.3.1, Santel may on thirty (30) days written notice to Midcontinent discontinue the provision of existing services to Midcontinent at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Santel does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Midcontinent noncompliance continues, nothing contained herein shall preclude Santel's right to discontinue the provision of the services to Midcontinent without further notice.
- 9.3.3 If payment is not received within sixty (60) days of notice under Section 9.3.2, Santel may terminate this Agreement.
- 9.3.4 After disconnect procedures have begun, Santel shall not accept service orders from Midcontinent until all unpaid charges are paid in full in immediately available funds.

9.4 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) 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.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar

notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement.

- 11.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

13.3 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (other than a dispute related to payment for service), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement and applicable attachments, constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. 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 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, 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 transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Neither this Agreement, nor any actions taken by Midcontinent or Santel in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Midcontinent and Santel, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Midcontinent or Santel in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Midcontinent and Santel End Users Customers or others.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at Midcontinent's End User Customer, Santel will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE

22.2 Limitation of Liability

22.2.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof

or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.2.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.2.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.3 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. No Third Party Beneficiaries

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

26. Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: Midcontinent Communications To: Santel Communications Cooperative, Inc

Mary Lohnes Midcontinent Communications 3901 N Louise Avenue Sioux Falls, SD 57107	Ryan Thompson Santel Communications Cooperative, Inc. 308 S Dumont Avenue Woonsocket, SD 57385
With a copy to: Brett Koenecke May, Adam, Gerdes, and Thompson, LLP 503 S Pierre Street Pierre, SD 57501-0160	

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of Midcontinent connected with the services, facilities or equipment of Santel pursuant to this Agreement shall not interfere with or impair service over any facilities of Santel, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over Santel's facilities or create hazards to the employees of Santel or to the public (each hereinafter referred to as an "Impairment of Service").

28. Change in Law

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and

the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission under §252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

30. Taxes and Fees

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 for 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. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party. If either party (Contesting Party) contests the application of any tax collected by the other party (the Collecting party), the Collection party shall reasonably cooperate in good faith with the Contesting party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting party. The Contesting party is entitled to the benefit of any refund or recovery resulting from the contests, provided that the Contesting Party is liable for and has paid the tax contested.

Midcontinent is responsible for collecting and remitting directly to the proper agency the 911/E911 fees, telecommunication relay service fees, Universal Service Fees and

applicable taxes chargeable to its end users. Santel will not pay these fees for these services.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. Non-Waiver

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

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

34. Operations Handbook

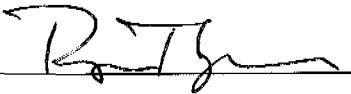

Each Party's Operations Manual will contain its standard operating procedures. It will not supersede this Agreement and if contrary to the terms of the contract, the contract shall control.

35. Intercept Messaging

Each party will make available the following intercept messaging services:

- i. Transfer of Service Announcements. For services other than Santel resold and ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the end user customer and will remain in effect for the same time period this service is provided to Party's own end users at tariffed or listed rates.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Santel Communications Cooperative, Inc	Midcontinent Communications
By:  Name: Ryan Thompson Title: General Manager Date: <u>11-14-07</u>	By:  Name: <u>Nancy Vogel</u> Title: <u>Director of Revenue Assurance</u> Midcontinent Communications Investor, LLC Managing Partner of Midcontinent Communications Date: <u>11-12-07</u>

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 COMMISSION.

Means the South Dakota Public Utilities Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with Santel.

2.12 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.13 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.14 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.15 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.16 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.17 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.18 END USER CUSTOMER LOCATION

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.19 EXCHANGE AREA.

Means the geographic area that has been identified by Santel for its provision of Telephone Exchange Service.

- 2.20 FCC.
The Federal Communications Commission.
- 2.21 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).
Shall have the meaning stated in the Act. For purposes of this Agreement, Santel is an ILEC .
- 2.22 INTEREXCHANGE CARRIER (IXC).
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.
- 2.23 INTERLATA TRAFFIC.
Telecommunications traffic that originates in one LATA and terminates in another LATA.
- 2.24 INTERCEPT MESSAGE
An Intercept Message is an announcement on the abandoned telephone number which provides the Customer's new number or other appropriate information.
- 2.25 INTRALATA TRAFFIC
Telecommunications traffic that originates and terminates in the same LATA.
- 2.26 INTERNET PROTOCOL CONNECTION
The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing Internet protocol.
- 2.27 ISDN USER PART (ISUP).
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.28 ISP-BOUND TRAFFIC.
ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) that is physically located in an area within the local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's local/EAS exchange will be considered switched toll traffic and subject to access charges. IP-Enabled Traffic is not ISP-Bound Traffic.
- 2.29 JURISDICTIONAL INDICATOR PARAMETER (JIP).
JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.
- 2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).
Shall have the meaning set forth in the Act.

2.31 LOCAL NUMBER PORTABILITY (LNP)

LNP is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.32 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases used by Santel and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Santel and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.33 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.34 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.35 LOCAL/EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange, or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in Santel's tariff.

2.36 NEW SERVICE PROVIDER (NSP).

When an End-User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

2.37 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.38 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a

defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.39 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.40 OLD SERVICE PROVIDER (OSP).

When an End-User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End-User Customer is disconnecting.

2.41 POINT OF INTERCONNECTION (POI).

The physical location(s) within Santel's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

2.42 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by Santel as being associated with a particular NPA-NXX code, which has been assigned to Santel for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the Santel Exchange Area as defined by the Commission.

2.43 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by Santel to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the Santel Exchange Area as defined by the Commission.

2.44 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Santel and Midcontinent will utilize this out-of-band signaling protocol.

2.45 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.46 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and

between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.47 RESERVED FOR FUTURE USE.

2.48 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

For purposes of this agreement, the term tariff shall also be deemed to include any policies or terms and conditions of service that has been adopted by Santel and filed with a regulatory or governmental agency.

2.49 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.50 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.51 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.52 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" means Telecommunications Service traffic exchanged between an ILEC and a Telecommunications Carrier other than a CMRS provider.

2.53 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" means shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.

2.54 VOIP or IP-ENABLED TRAFFIC.

VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

- (ii) Voice traffic originated on the PSTN, and which terminates on IPC.

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1. Pre-Ordering

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2 Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment and FCC rules.
- 1.3 Each Party will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC, including without limitation Section 222 of the Act and the FCC's rules in 47 C.F.R. Part 64, subpart U and any successor provisions. Each Party reserves the right to audit the other Party's access to End User Customer record information for customers of the auditing Party. If an audit of access to End User Customer record information reveals that the audited Party is accessing End User Customer record information without having obtained the proper LOA, the auditing Party, upon reasonable notice to the audited Party, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. Ordering

- 2.1 Midcontinent agrees to comply with the provisions of the Santel Operations Handbook, which are incorporated by reference in this Agreement, and as amended from time to time, provided however, that Santel furnishes Midcontinent with a copy of the Handbook and relevant amendments in a timely manner.
- 2.2 Ordering.
 - 2.2.1 Midcontinent shall place orders for services by submitting a local service request ("LSR") to Santel. Santel shall bill Midcontinent a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
 - 2.2.2 Santel will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3 Provisioning.

- 2.3.1 Santel shall provision services during its regular working hours. To the extent Midcontinent requests provisioning of service to be performed outside Santel's regular working hours, or the work so requested requires Santel's technicians or project managers to work outside of regular working hours, overtime charges shall apply.
- 2.3.2 Cancellation Charges. If Midcontinent cancels an LSR any costs incurred by Santel in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.
- 2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by Midcontinent, expedited charges will apply for intervals less than the ATIS standard. The charges as outlined in the Pricing Attachment, will apply as applicable.
- 2.3.4 Order Change Charges. If Midcontinent modifies an order after being sent a Firm Order Confirmation (FOC) from Santel, the Order Change Charge will be paid by Midcontinent in accordance with the Pricing Attachment.
- 2.3.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party's plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party's NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

2.4 Maintenance and Repair

- 2.4.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. Santel and Midcontinent agree to adhere to the procedures for maintenance and repair referenced in Santel's Operations Handbook, as amended from time to time during this Agreement and as incorporated herein by reference. All charges for trouble repairs shall be determined by Santel's tariff(s) or price list.
- 2.4.2 If one Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office (CO) required by the other Party to confirm the working status.

2.5 Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

3. Miscellaneous

3.1 Customer Transfer.

- 3.1.1 Service orders will be in a standard format designated by ILEC.

- 3.1.2 When notification is received from CLEC that a current End User Customer of ILEC will subscribe to CLEC's service, standard service order intervals for the appropriate class of service will apply.
- 3.1.3 CLEC will be the single point of contact with ILEC for all subsequent ordering activity resulting in additions or changes to services except that ILEC will accept a request directly from the End User for conversion of the End User Customer's service from CLEC to ILEC.
- 3.1.4 If the Old Service Provider ("OSP") determines that an unauthorized change in local service to the New Service Provider ("NSP") has occurred, the OSP will reestablish service with the appropriate local service provider and will assess the NSP as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable ILEC tariff will also be assessed to the NSP. These charges can be adjusted if the NSP provides satisfactory proof of authorization.

3.2 Misdirected Calls.

- 3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

3.3 Letter of Authorization.

- 3.3.1 Each Party agrees that it may not seek access to any Customer Service Record ("CSR") containing CPNI from the other Party unless the requesting Party's request is accompanied by a valid Letter of Authorization (LOA). The Parties further agree to execute a Mutual Blanket LOA, in the form and style attached as Exhibit 1, governing End User Customer Requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze).
- 3.3.2 An LOA will be required before Santel will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from Santel or from a local service provider other than Midcontinent. Such LOA shall be consistent with 47 CFR 64.1130 or such other form as agreed upon between Santel and Midcontinent.
- 3.3.3 The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with any Blanket LOA agreement between them and any applicable state and federal law and industry and regulatory guidelines..

3.4 Pending Orders.

Orders placed in the hold or pending status by Midcontinent will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Midcontinent shall be required to submit a new service request. Incorrect or invalid requests returned to Midcontinent for correction or clarification will be held for thirty (30) calendar days. If Midcontinent does not return a corrected request within thirty (30) calendar days, Santel will cancel the request.

3.5 Neither Santel nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Santel's Operations Handbook.

3.7 Contact Numbers.

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to the ILEC Operations Handbook. Each Party will make a reasonable effort to notify the other Party when a trouble ticket has been closed. After making a reasonable effort to contact the Party reporting trouble to request additional information or to request authorization for additional work deemed necessary, if the other Party is unsuccessful in obtaining information or authorization, the other Party will place trouble tickets in delayed maintenance status.


MUTUAL BLANKET LETTER OF AGENCY

The parties to this letter (each, a "Party," and together, the "Parties") have entered into one or more interconnection agreements. In order to facilitate resale and local number portability ordering activities under the interconnection agreements, the Parties agree as follows:

1. Pursuant to Federal law under USC 47, Section 222 and USC 18, Section 1039, neither Party (a "Submitting Party") will submit a local service request ("LSR") to the other Party (a "Receiving Party") for which the Submitting Party lacks authorization from the end user to provide the services requested in the LSR. This authorization shall comply with 46 CFR, Part 64.1100 et seq. and any appropriate state regulation.
2. In the arrangement between a Submitting Party and the end user, the Submitting Party will be responsible for representing the end user with respect to an LSR submitted to a Receiving Party.
3. The end user shall deal directly with a Submitting Party on inquiries concerning the Submitting Party's service. This may include, but is not limited to, billing, repair, directory listing, and number portability.
4. Except as provided for in Paragraphs 5 and 6 below, the parties recognize that federal law in USC 47, Section 222 requires the forwarding of a written Letter of Authorization (LOA) from a customer before any end user customer information can be released by the current carrier of record. Notwithstanding the above, additional methods of obtaining customer approval have been deemed acceptable under 47 CFR 1120 (c) for preferred carrier change order submission and in such case, the submitting carrier is entitled to receive customer CPNI upon submission of such an order.
5. The Receiving Party shall release to the Submitting Party information regarding the Receiving Party's end user's service concurrent with or after the placement of a porting or resale order for the same billed name and address. The receipt of such order constitutes a transfer of end user responsibility from the Receiving Party to the Submitting Party at the same time the end user's service is transferred to Submitting Party by the Receiving Party.
6. Except as provided for is USC 47, 222(c)(2), a Receiving Party will release Customer Service Records (CSRs) containing Customer Proprietary Network Information (CPNI) under this blanket Letter Of Authorization (LOA) that is not concurrent with or after the placement of a porting or resale order for the same billed name and address provided:
 - a) the Submitting Party has already obtained the end user permission to port or resell in compliance with USC 18, Section 1039, 47CFR, Part 64.1100 et seq. regulations and any appropriate regulations,
 - b) the Submitting Party will use the end user information only for the purpose of preparing an accurate porting or resale order and not for any other purpose, and
 - c) the Submitting Party will send the porting or resale order unless cancelled by the customer and if so, will document such cancellation for review by appropriate regulatory authorities if required.

7. In case the an end user challenges action taken by a Receiving Party as a result of the LSR submitted by the Submitting Party to the Receiving Party, the Parties shall follow the requirements of 47 CFR 1140 and other applicable law. Furthermore, in such event, the Submitting Party, subject to the liability and indemnification provisions of the Parties' interconnection agreement, agrees to release, indemnify, and hold harmless the Receiving Party from all direct losses, claims, demands, damages, expenses, suits, or other actions, or other liability, resulting from the Submitting Party's failure to have proper end user authorization.
8. A Receiving Party agrees and acknowledges that it shall hold in strict confidence all evidence of end-user authorization that a Submitting Party furnishes to the Receiving Party pursuant to Paragraphs 4, 5, and 6 and shall use such evidence only to confirm the Submitting Party's rights to act on behalf of the end user pursuant to this Mutual Blanket Letter of Agency.
9. This Mutual Blanket Letter of Agency shall continue in effect unless cancelled by prior written notice by a Party at least thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Mutual Blanket Letter of Agency.

Santel Communications Cooperative, Inc

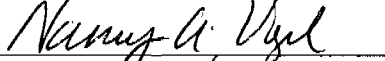
By: 

Name (printed) Ryan Thompson

Title: General Manager

Date: 11-14-07

Midcontinent Communications

By: 

Name (printed) Nancy A. Vogel

Its Director of Revenue Assurance

Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

Date: 11-12-07

Pricing Attachment

PRICING ATTACHMENT

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections of the Interconnection Agreement and are subject to change. Santel shall provide updated versions of the Tariff prior to the effective date of any change.

A. All Tariffed rate elements (both recurring and non-recurring) are applied as stated in the applicable tariff, or as listed in this attachment. Rate elements listed in this Attachment are not all inclusive.

B. General Charges:

1. Technical Labor	
Technical skilled person	\$75.00 per hour
Customer service or Administrative	\$45.00 per hour

C. Service Order Charges

1. Customer Service Only Task	\$15.00
2. Customer Service Order if CO Task	\$10.00
3. Cancellation Charge	\$25.00
4. Expedited Service Order Charge one hour minimum	\$75.00 per hour

D. Intercept Messaging Charge

1. Standard Interval* - 2 months	\$10.00
2. Additional Month	\$ 5.00

*requires service order to remove intercept

Interconnection Attachment

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS Traffic and ISP Bound Traffic that is originated by an End-User Customer of one Party and is terminated to an End-User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
- 1.3.1 Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.
- 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.
- 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon

request by ILEC, CLEC shall be required to obtain any applicable records of any customer or other third party utilizing CLEC's interconnection with ILEC. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

2. Physical Connection

- 2.1 The Parties shall exchange Local/EAS Traffic and ISP Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS Traffic and ISP Bound Traffic, with the Point of Interconnection (POI) designated at ILEC's host Woonsocket switch (Santel). The parties agree that the connections used for interconnection can be segmented for ISP, EAS and local traffic.
- 2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia standards.
- 2.3 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP Bound Traffic. The charges for usage and underlying trunks shall be subject to the appropriate Party's Tariffs based on jurisdiction of the traffic. The parties may interconnect using a 3rd party, but reserve the right to directly connect in the future.
- 2.4 Physical Interconnection
 - 2.4.1 Trunk Types
 - 2.4.1.1 Local Interconnection Trunks
 - 2.4.1.1.1 The Parties will establish local trunk groups for the exchange of Local/EAS Traffic and ISP Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic and ISP Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate toll traffic or originate untranslated traffic to service codes (e.g. 800, 888) over Local Interconnection Trunks.
 - 2.4.1.1.2 If the Parties' originated Local/EAS Traffic and ISP Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually

coordinate the provisioning and quantity of trunks to be utilized in this arrangement

2.4.1.2 Access Trunks

2.4.1.2.1 Access traffic shall not be routed on the Local Interconnection Trunks. Each party will provide its own toll trunks.

2.4.2 Fiber Meet Point

2.4.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an point of interconnection. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.4.2.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic and ISP Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

2.4.2.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network up to its side of the meet.

2.4.2.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Woonsocket Exchange Area. The Parties shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

2.4.2.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.4.2.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be

responsible for maintaining the components of its own fiber optic transmission system.

2.4.2.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

2.5 Facility Sizing:

The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").

2.6 If CLEC's request requires ILEC to build new facilities (e.g. installing new fiber) to be used by CLEC, CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities. However, if the facilities are for ILEC/CLEC traffic exchange, the parties agree to split the costs where the facilities are reasonable and beneficial to both parties.

2.7 The CLEC shall be responsible for establishing 911 trunks with the designated 911 vendor. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable ILEC tariff rates.

2.8 Interface Types:

If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.

2.9 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG. Each Party will program the numbers of the other Party in accordance with industry standard intervals, including without limitation the requirements of the Central Office Code Assignment Guidelines adopted by the Industry Numbering Committee of the Alliance for Telecommunications Industry Solutions, document number INC-95-0407-008, as revised.

2.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1 Facilities Compensation

- 3.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI.
- 3.1.2 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI. Each party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- 3.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with ILEC's network at the rates contained in the applicable ILEC tariff, or the ILEC price list.
- 3.1.4 If CLEC utilizes a switch outside the ILEC's territory and ILEC chooses to purchase dedicated or common (shared) transport from CLEC for transport and termination of ILEC originated traffic, ILEC will pay CLEC for no more than the airline miles between the V & H coordinates of the POI within or at the border of the ILEC's serving area boundary where CLEC receives the ILEC-originated traffic and the V & H coordinates of the ILEC Exchange rate center area that the CLEC terminating NPA/NXX is associated within the same LATA. For these situations, ILEC will compensate CLEC at dedicated transport rates specified in the ILEC applicable tariff and based upon the functions provided by CLEC as defined in this Attachment.
- 3.1.5 In the event that CLEC elects to offer service within ILEC's serving area using a switch located outside ILEC's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside ILEC's contiguous serving area in which CLEC offers service, at no charge to ILEC. Consistent with the requirements of Section 3.1.4, ILEC will not compensate CLEC for the shared interconnection facility beyond the POI in ILEC's contiguous serving area in which CLEC offers service.
- 3.1.6 In the event ILEC is required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay ILEC reasonable cost-based charges for modifications, provided that rates under

an accepted tariff shall be deemed cost based and that ILEC shall not be required to perform a cost study. In accordance with Section 3.1.2, if CLEC uses a third party network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions.

3.2 Traffic Termination Compensation

3.2.1 This Section 3.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP Bound Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. The Parties shall, initially, assume that Local Traffic originated by or terminated to the Parties' end-user customers is balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill and Keep arrangement with respect to reciprocal compensation. Should a jointly conducted traffic study indicate that there is an imbalance beyond the parameters of 45%-55%, either Party may notify the other Party that reciprocal and symmetrical compensation will commence within 30 days provided that ISP Bound traffic that exceeds ten (10) percent of the total traffic terminated by a Party shall be disregarded for purposes of determining the amount of compensation to be paid.

The Parties shall compensate each other for ISP-bound traffic in accordance with the terms of the Local Competition Provisions in the Telecommunications Act of 1996, Report and Order on Remand, 16 FCC RCD 5191 (2001), as it would apply to agreements entered into after the date of that order and without regard for the effectiveness of the order.

Once traffic is determined to be out of balance, the rate shall be \$.03 per minute for non ISP bound traffic and bill and keep for ISP bound traffic.

3.2.2 Compensation for access traffic will be in accordance with each Party's access tariffs, if any access traffic is provided.

3.3 For the purposes of this Agreement, Jurisdiction of IP-Enabled Traffic is determined by the physical location of the End-User Customer originating IP-Enabled Traffic. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment. IP-Enabled Traffic will be treated as either Local/EAS Traffic or Switched Access Traffic in accordance with the location of the End-User Customer as determined pursuant to this Section 3.3 and Section 4.2.

3.4 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local/EAS Traffic and ISP-bound Traffic, including but not limited to inter-office facilities, access traffic, wireless traffic, and IP-PSTN Traffic or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the billing arrangement described in this Section.

- 3.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

4. Routing

- 4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines.
- 4.3 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.
- 4.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900) over the Local Interconnection Trunks.
- 4.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

5. Signaling

- 5.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:
- 5.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End-User Customer to whom it is assigned, at that End-User Customer's Location.
- 5.1.2 CPN that has not been altered.
- 5.1.3 CPN that is not a charged party number.
- 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
- 5.1.5 CPN that is assigned to an active End-User Customer.
- 5.1.6 CPN that is associated with the Rate Center of the specific End-User Customer Location.

5.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the local calls. Signaling information shall be shared between the Parties at no charge to either Party.

5.3 Signaling Parameters:

ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, and Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, etc. All privacy indicators will be honored. Both Parties will use the location routing number (LRN) associated with the originating number to populate the JIP field. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call, in accordance with Section 4.2 and 5.1.6.

5.4 Grade of Service:

Each Party will provision its network to provide a grade of service on trunking based on the Erlang Lost Calls Cleared formula where full availability conditions apply. Using a Poisson distribution, the facilities will be designed with blocking objective of no less than P.001 during the High Day Busy Hour (HDBH) traffic period.

6. Network Management:

6.1 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

6.2 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

7. Proper Classification of Traffic

- 7.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Parties' obligations under the Agreement to properly classify traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.
- 7.2 If the terminating Party determines in good faith in any month that any traffic originated by the other Party is classified by the other Party as traffic subject to the compensation rate for Local Traffic or EAS (mandatory or optional) traffic by the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:

- 7.2.1 The terminating party will notify the originating Party as soon as traffic has been incorrectly classified has been identified. Within one hundred eighty days (180) days of the end of the billing period for the affected traffic, the terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;
- 7.2.2 The originating Party shall correct the classification for any traffic that was misidentified or unidentified and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or a true-up amount for the previous 12 months for traffic already billed and paid; and
- 7.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 9 of this Attachment, as appropriate.
- 7.2.4 In the event the originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its dispute within sixty (60) days of notification under 7.1.1 and providing all documentation that is the basis for originating Party's challenge of the terminating Party's claim. If the parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

8. Reserved for Future Use

9. Misclassified Traffic

- 9.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Traffic Identifiers stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.
- 9.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.
- 9.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User Customer porting the telephone number. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 Reserved for future use.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of the DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), the New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Old Service Provider (OSP) will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked any time during the day on the due date but OSP must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change, subject to Section 3.1.2 below. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3. Late Notification Changes - Due Date, Coordination.

- 3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours prior to the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

4. Obligations of Both Parties.

- 4.1 CLEC is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 4.4 Both Parties are currently certified by the Regional NPAC.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end-user's telephone number to its switch.
- 4.8 The LRN associated with the ported number associated with ILEC's Local/EAS area shall be derived from an NPA- NXX within the same Local/EAS areas.

Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End-User Customers.

2. Directory Listings and Directory Distribution

- 2.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 2.2 and 2.3 below, with ILEC's vendor for directory publications.

2.2 Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory or ILEC's Directory Assistance Database for the relevant operating area. It is the responsibility of CLEC to submit such listing information in the prescribed manner to ILEC prior to the directory listing publication cut-off date. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

2.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution to CLEC customers. CLEC, at the discretion of ILEC, will pay ILEC for the reasonable and direct cost for directory mailings to CLEC subscribers but will not charge for the cost of the actual directory when delivered with the annual distribution.

2.4 Purchase of Directories

CLEC at its discretion may purchase a stock of directories for the CLEC to distribute directly to the CLEC end users. Santel will charge a reasonable price for such directories.