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October 21, 2008

Ms. Patricia Van Gerpen
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: In the Matter of the Petition of Cheyenne River Sioux Tribe Telephone
Authority for Arbitration Pursuant to the Telecommunications Act
Of 1996 to Resolve Issues Relating to An Interconnection Agreement
With Alltel Communications, LLC


Dear Patty:

Attached please find Cheyenne River Sioux Tribe Telephone Authority's Petition in the
above entitled matter. By copy of this letter, service is intended on the parties identified
on the Certificate of Service.

If you have any questions, please contact me.

Very truly,

RITER, ROGERS, WATTIER
& NORTHRUP, LLP

BY: 
Darla Pollman Rogers

DPR/cs

Enclosures

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	
CHEYENNE RIVER SIOUX TRIBE)	
TELEPHONE AUTHORITY FOR)	Docket No. TC08-
ARBITRATION PURSUANT TO THE)	
TELECOMMUNICATIONS ACT OF 1996)	PETITION
TO RESOLVE ISSUES RELATING TO)	FOR ARBITRATION
AN INTERCONNECTION AGREEMENT)	
WITH ALLTEL COMMUNICATIONS, LLC)	

Cheyenne River Sioux Tribe Telephone Authority (CRST), by and through undersigned counsel, petitions the South Dakota Public Utilities Commission (Commission) to arbitrate unresolved terms and conditions of a proposed Interconnection and Reciprocal Compensation Agreement (Agreement) between CRST and Alltel Communications, LLC (Alltel), pursuant to Section 252 of the Communications Act of 1934, as amended (the Act) (47 U.S.C. § 252), SDCL § 49-31-81, and Commission Rule 20:10:32:29. In support of its Petition, CRST states as follows:

1. CRST is an incumbent local exchange carrier engaged in the provision of telephone exchange service in portions of the State of South Dakota pursuant to a certificate of convenience and necessity granted by the Commission.
2. The negotiations with Alltel have proceeded based upon an understanding that a form of interconnection agreement containing mutually agreed upon terms and conditions would be utilized to govern interconnection and reciprocal compensation between the parties.
3. The parties were unable to agree upon language of an interconnection agreement. Exhibit A attached hereto is the Agreement submitted by Alltel to CRST, and

Exhibit B attached hereto is the Agreement submitted by CRST to Alltel.¹ The Agreements contain terms and conditions to which the Parties have agreed, as well as terms and conditions that are unresolved and for which CRST requests arbitration.

4. This Commission has jurisdiction over this matter pursuant to Section 252(b)(1) of the Act.

Parties and Their Representatives

5. Pursuant to Commission Rule 20:10:32:29(1), the names, addresses, telephone and facsimile numbers of the parties and their representatives are:

For CRST:
J.D. Williams
Cheyenne River Sioux Tribe Telephone Authority
P.O. Box 810
Eagle Butte, SD 57625
Tel. 605-964-2600
Fax 605-964-1000

Represented by:
Darla Pollman Rogers
Riter, Rogers, Wattier & Northrup, LLP
319 S. Coteau
Pierre, SD 57501
Tel. 605-224-5825
Fax 605-224-7102

For Alltel:
Ron Williams
Director, Intercarrier Relations
Alltel Communications, LLC
3650 131st Avenue, SE, Suite 400
Bellevue, WA 98006
Tel. 425-586-8700
Fax 425-586-8118

¹ Attachment A of Exhibit B is red-lined. The original rates and factors submitted to Alltel were derived from older traffic studies done by Vantage Point Solutions. Because the negotiations between the parties continued over several months, Vantage Point Solutions updated its studies. The red-lined rates and factors on Attachment A of Exhibit B reflect the most recent studies, including the results of the FLEC study performed by Vantage Point Solutions for purposes of this arbitration proceeding. References to rates and factors throughout the Petition are based upon the most recent studies.

Represented by:
Stephen Rowell
Alltel Communications, LLC
One Allied Drive
Little Rock AR 72202
Tel. 501-905-8460
Fax 501-905-4443

Summary of Negotiation History

6. CRST and Alltel previously operated under an interconnection agreement approved by the Commission. By letter dated October 30, 2006, Alltel notified CRST that it was terminating the existing agreement effective January 1, 2007. Exhibit C is a true and correct copy of the notice of termination from Alltel.

7. Despite notification of termination of the Agreement, Alltel continued to compensate CRST under the terms of the old Agreement, until April of 2007.

8. Pursuant to Commission Rule 20:10:32:29(2), the date of the initial request for negotiation was by letter dated August 17, 2007, in which CRST requested that Alltel enter into negotiations for the development of a new interconnection agreement for the transport and termination of telecommunications traffic between CRST and Alltel. The new agreement is intended to replace that one which had been terminated pursuant Alltel's letter of termination dated October 30, 2006 (Exhibit C). A true and correct copy of CRST's negotiation request is attached hereto as Exhibit D.

9. In accordance with 47 U.S.C. § 252(b)(1), the 135th day following the date on which Alltel received CRST's request to negotiate a new interconnection agreement would have been on or about December 30, 2007, and the 160th day following such request was on or about January 24, 2008. Thereafter, the Parties agreed to extend the negotiation period a number of times. The Parties agreed to a final extension of the

negotiation period by letter dated September 29, 2008. Pursuant to that letter, the Parties agreed that the period during which the Parties may petition the Commission for arbitration of any open issues would remain open until October 21, 2008. A copy of relevant correspondence between CRST and Alltel is attached hereto as Exhibit E.

10. CRST, through its legal representative, and Alltel, through Ron Williams, engaged in negotiations through a series of emails and telephone calls for a new interconnection agreement. The parties were not able to negotiate a satisfactory agreement.

Unresolved Issues to Be Arbitrated

11. Pursuant to Commission Rule 20:10:32:29(3), a list of unresolved issues of which CRST is aware and the position of each party (to the extent known to CRST) on those issues are set forth below.

12. **Issue 1: What are the appropriate definitions to be included in the Agreement between the Parties? (Section 1.0 of Exhibit A (Alltel Agreement) and Section 3 of Exhibit B (CRST Agreement)).** There are several differences in the definitions proposed by each party, the most significant of which are the following:

13. **(a) The definition of InterMTA traffic:** CRST's proposed definition states that a call will be classified as interMTA based on the location of the initial cell site serving the wireless end user at the start of the call and the location of the end office serving the wireline end user. Due to the nature of mobile service, in the *First Report and Order*,² the FCC found that the location of a mobile user should be based on the location of the initial cell site serving the wireless end user at the start of the call.

² *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 11 F.C.C.R. 15499, at ¶1044, (1996) (*First Report and Order*).

CRST's proposed language makes clear how the Parties will determine whether a call is interMTA, which is a necessary component to determine whether a particular call is subject to reciprocal compensation or access charges. Alltel apparently objects to this language because it maintains that it should not be required to determine the originating location of its customers in any manner. This appears to be part of Alltel's argument that all traffic, interMTA, intraMTA and local, should be compensated at the same rate and that Alltel should not be required to pay CRST its tariffed interstate or intrastate access charge rates for any traffic. In light of Alltel's apparent intent to avoid the payment of lawful access charges, the Commission should accept the definition of interMTA traffic proposed by CRST, which confirms that interMTA calls will be determined based on the location of the initial cell site serving the wireless end user at the start of the call and the location of the end office serving the wireline end user.

14. **(b) The definition of Local Traffic, Telecommunications Traffic, and Third Party Provider.** It is CRST's position that Local Traffic should be defined for wireline to wireless calling as traffic exchanged between CRST and Alltel that originates with a landline CRST customer and terminates to an Alltel NXX that has its rate center within the same wireline local calling area as the CRST customer and in which Alltel has a POI within that same wireline local calling area of the CRST exchange. This definition encompasses calls originated by a CRST wireline customer that CRST routes and rates as local calls, whether the call terminates to another CRST customer or to the customer of another carrier. When a CRST landline customer calls another CRST landline customer, or the customer of another carrier, outside of the Wireline Local Calling Area, however, the call is dialed as 1+ and it is routed to an interexchange carrier for completion. Calls

routed to an interexchange carrier are access calls and are subject to access charges. It is Alltel's position that it is entitled to reciprocal compensation on all calls that originate and terminate within the same MTA, even if the call is routed to the originating customer's presubscribed interexchange carrier.

15. It is CRST's position that the definition of Telecommunications Traffic and the definition of Third Party Provider, should make clear that reciprocal compensation is not to be paid for calls routed to an interexchange carrier. Rather, CRST is entitled to originating access charges for calls it routes to an interexchange carrier and it is entitled to terminating access charges for calls routed to CRST by an interexchange carrier. It is Alltel's position that all calls that originate and terminate within the MTA, even calls that are routed to the subscriber's pre-selected interexchange carrier, should be considered local calls subject to reciprocal compensation. These definitions are important for determining the calls subject to reciprocal compensation and the calls subject to local dialing parity. CRST's proposed definition of "local traffic" would continue to provide CRST's customers with the same dialing pattern and call rating that they receive today. In addition, this definition would ensure that a call from a CRST customer and to any other particular end user would be rated and routed the same, no matter the identity of the carrier serving that end user. Accordingly, pursuant to CRST's proposed definitions, Alltel would be treated the same as CRST treats itself and the same as CRST treats all other carriers. Further, the definitions CRST has proposed for "local traffic", "telecommunications traffic" and "third party provider" will provide reciprocal compensation on the same calls for which reciprocal compensation is paid today.

16. **(c) Definition of Wireline Local Calling Area:** CRST defines this term because it is used in the definition of Local Traffic (Section 1.14 of Exhibit B). Alltel disputes the need for this definition if its proposed definition of Local Traffic is adopted. Accordingly, CRST asks the Commission to adopt its definition of Local Traffic in Section 1.14 and its definition of Wireline Local Calling Area in 1.32.

17. **(d) Other definition differences:** There are other differences in the definitions in Exhibits A and B. CRST includes definitions for the following terms, for which Alltel does not have definitions in Exhibit A: “affiliate”, “central office switch”, “direct interconnection”, intraMTA traffic”, “local exchange carrier”, “LRN”, “non-local traffic”, “number plan area (NPA)”, “rate center”, “reciprocal compensation”, and “transiting traffic”, not including specific definitions addressed in paragraphs (a) through (c) above. Alltel includes definitions for the following terms, for which CRST does not have definitions in Exhibit B: “cell site”, “conversation time”, “EAS”, “end office”, “incumbent LEC”, “indirectly connected”, “tandem”, and “traffic”. In addition, definitions of the following terms (not addressed in (a) through (c) above) are different in Exhibits A and B: “mobile switching center”, “NXX”, “POI”, “telecommunications”, “telecommunications carrier”, and “termination”. Many of these definitional differences will be resolved in the disposition of the other unresolved issues between the parties.

18. **Issue 2: What is the appropriate scope of Reciprocal Compensation Traffic? (Section 2.0 of Exhibit A (Alltel Agreement) and Section 3 of Exhibit B (CRST Agreement)).** Under the CRST language in Section 3 of Exhibit B, the Agreement covers the method and compensation for traffic originated on the Alltel network, terminated on CRST’s network via a third party or directly terminated to CRST,

or traffic originated on CRST's network and terminated on Alltel's network via a third party or directly delivered. Specifically, CRST excludes payment of reciprocal compensation for traffic delivered via an IXC, and compensation relating to enhanced services and Internet traffic. Alltel proposes that the Agreement applies to local and InterMTA traffic originated by end users of one party and terminated to end users of the other party over direct connection or indirect interconnection via third party transiting facilities. (See Section 2 of Exhibit A). CRST's proposed language properly defines the scope of reciprocal compensation traffic to be covered by an Interconnection Agreement between the Parties.

19. Issue 3: What is the appropriate treatment of ISP bound traffic? (Section 2.2 of Exhibit A (Alltel Agreement) and Section 3.2 of Exhibit B (CRST Agreement)). Section 3.2 of Exhibit B (CRST Agreement) states that the Agreement does not apply to ISP-bound traffic and that ISP-bound traffic shall not be exchanged pursuant to the Agreement. It is CRST's position that no ISP-bound traffic is currently exchanged between the parties and that CRST does not intend to exchange ISP-bound traffic with Alltel.

20. It is Alltel's position that ISP-bound traffic between Alltel and CRST, if any, is presently de minimus. If a Party has reason to believe that enhanced service and Internet traffic is not de minimus, that Party may reopen negotiations to determine an appropriate method for identifying such traffic, and the FCC's interim compensation regime would be the rate (Section 2.2 of Exhibit A). However, the language in Exhibit A goes on the state that if CRST exchanges ISP-bound traffic with other carriers and invokes the FCC rate for ISP-bound traffic with respect to any telecommunications

carrier, then CRST and Alltel would exchange all local traffic at the capped rate of \$.0007. CRST disagrees with the language in Section 2.2 of Exhibit A, as it appears to be an attempt by Alltel to limit the amount of reciprocal compensation that CRST can assess. CRST urges the Commission to adopt its language (Section 3.2 of Exhibit B) with regard to ISP bound traffic.

21. Issue 4: What are the appropriate interconnection facilities between the Parties? (Sections 3.0 through 4.3 of Exhibit A (Alltel Agreement) and Section 4 of Exhibit B (CRST Agreement)). The parties appear to be in agreement with regard to indirect interconnection (Section 4.3 of Exhibit A and Section 4.1 of Exhibit B). With regard to direct interconnection, CRST proposes (1) use of either one-way or two-way facilities, and (2) that the Parties maintain the current interconnection point at the Eagle Butte exchange, as shown on Attachment B of Exhibit B. CRST proposes that the charges for the facilities purchased from CRST will be billed pursuant to CRST's local pricing guide and that rates for entrance facilities and transport purchased from CRST are contained in CRST's Intrastate Access Service Tariff or intrastate pricing catalog. CRST proposes that the charges for shared facilities be shared at the same ratio as shown in Attachment A, Section 3 of Exhibit B, which are based upon the reciprocal compensation traffic factors. Pricing of facilities pursuant to CRST's intrastate access tariffs and/or price list, is appropriate because the facilities would be for local traffic. Based on an analysis of SS7 call records, it was determined that approximately 1% of the traffic terminated by Alltel over the facilities in question was interstate traffic. Facilities are not priced at interstate rates unless 10% of the traffic is interstate. Accordingly, there is no lawful basis for pricing of facilities pursuant to anything other than CRST's intrastate

price list. If Alltel believes that the charges in CRST's local pricing catalog are too high, CRST notes that Alltel is not required to purchase any CRST facilities. Rather, if it believes CRST's charges are too high, Alltel is able to provide its own facilities or it is able to purchase or lease facilities from others.

22. With respect to the shared facilities factors, CRST proposes to charge a minimum charge to Alltel when it orders shared facilities, in order to ensure that facilities intended to be shared are in fact utilized by Alltel. CRST believes that this condition is necessary due to its current experience with Alltel where Alltel has ordered shared facilities but does not utilize them. Under Alltel's proposed language, Alltel could order shared facilities and not utilize the facilities, thereby requiring CRST to pay 100% of such facilities.

23. CRST disagrees with Alltel's limitation of facilities to two-way facilities, and to the elimination of shared facility charges. CRST also disagrees with the inclusion of additional direct connection POIs outside of CRST's service area (Appendix B of Exhibit A). CRST contends that Alltel should specify where it wants to interconnect so as to make the Agreement certain. Interconnection agreements should be definite and the obligations of the Parties should be clearly established. Since Alltel has included additional direct connection POIs in Appendix B of Exhibit A not agreed to by the Parties, it is not clear that the POI(s) Alltel may subsequently designate would comply with the Act or that CRST would be able to economically or technically comply with the request.

24. CRST urges the Commission to adopt its proposed language with regard to direct interconnection, as found in Section 4 of Exhibit B (CRST Agreement).

25. **Issue 5: Is the inclusion of SS7 messages appropriate? (Section 4.6 of Exhibit B (CRST Agreement)).** This Section sets forth the information that will be populated in the SS7 messages in connection with calls transmitted between the Parties. The purpose of the information is to allow the Parties to appropriately identify traffic in compliance with industry standards. CRST is unclear as to Alltel's position on this issue, but language similar to Section 4.6 of Exhibit B does not appear in Exhibit A (Alltel Agreement).

26. **Issue 6: What is the obligation of the parties with respect to dialing parity? (Section 7.4 of Exhibit A (Alltel Agreement) and Section 5.4 of Exhibit B (CRST Agreement)).** CRST proposes to route all land-to-mobile Telecommunications Traffic to Alltel utilizing End User dialing patterns undifferentiated from those provided to itself or any other carrier's number assigned to the same CRST rate center. CRST believes that the language proposed by Alltel is similar in intent to that of CRST and submits this issue as unresolved only in order to ensure that the parties are in full agreement as to their respective responsibilities.

27. **Issue 7: Should compensation for Telecommunications Traffic be symmetrical? (Section 5.1 of Exhibit A (Alltel Agreement) and Section 6.1 of Exhibit B (CRST Agreement)).** CRST proposes that compensation for Telecommunications Traffic should not be symmetrical because it appears that the forward-looking cost of CRST's network is far greater than the forward-looking cost of Alltel's network. CRST contends that Alltel should prepare a forward-looking cost study to demonstrate the appropriate compensation rate for the transport and termination of traffic.

28. Issue 8: What is the appropriate compensation rate for InterMTA traffic? (Section 5.1.1 and Appendix A of Exhibit A (Alltel Agreement) and Section 6.2, 6.3, and Attachment A of Exhibit B (CRST Agreement)). CRST proposes language to make clear that Alltel shall compensate CRST for InterMTA traffic at CRST's tariffed access charge rates. Attachment A of Exhibit B shows that 1% of the InterMTA traffic is interstate traffic to be billed at CRST's current interstate tariff rates, and 99% of the InterMTA traffic is intrastate traffic to be billed at CRST's current intrastate tariff rates. Alltel proposes to compensate CRST for all InterMTA traffic at \$0.03 per minute of use (Appendix A of Exhibit A). Alltel seeks to avoid paying CRST's lawful interstate and intrastate access charges by this language. Because CRST is entitled to assess its interstate and intrastate access charges for interstate and intrastate access traffic, Alltel's proposed language should be rejected.

29. Issue 9: What is the appropriate manner by which the minutes of use of IntraMTA Traffic terminated by the parties, one to the other, should be calculated and billed? (Section 5.0 and Appendix A of Exhibit A (Alltel Agreement) and Sections 6 and 7, and Attachment A of Exhibit B (CRST Agreement)). The Parties agree that each Party is to bill the other Party for reciprocal compensation based on actual usage. CRST proposes that the Parties may agree to traffic factors set forth in Attachment A of Exhibit B, which represent a reasonable estimate of the ratio of traffic originated and terminated by the Parties. The traffic factors may be modified on a go forward basis, based on the results of a traffic study. CRST proposes a 30% land to mobile traffic factor and a 70% mobile to land traffic factor. Alltel proposes a reciprocal compensation credit formula, with credit factors of 60% mobile to land and 40% land to

mobile. Alltel requires CRST to calculate a credit to Alltel's bill for the estimated amount of CRST's originated traffic terminated to Alltel. (See Section 7.2.4 and Appendix A of Exhibit A). CRST opposes this language because it essentially would require CRST to perform billing on behalf of Alltel. CRST has no obligation under the Act to perform billing for its competitors and it would provide a competitive advantage to Alltel by allowing it to transfer the cost of performing billing to CRST. Accordingly, each party should be responsible for its own billing and collection functions.

30. CRST's proposed language at Section 7.3 would require Alltel, if it elects to utilize a Transiting Carrier, to be responsible for any charges associated with obtaining billing records from the transiting carrier and to provide said billing records to CRST. These records are necessary to ensure that CRST can correctly assess reciprocal compensation to Alltel for call termination when Alltel elects to use a Transiting Carrier. It is not clear to CRST if Alltel opposes this language.

31. CRST also includes language that sets forth how usage measurement for calls begin and end (Section 7.4, Exhibit B), no rounding of minutes of use (Section 7.5, Exhibit B), amount of detail of MOU's (Section 7.6, Exhibit B), payment of invoiced amounts within 45 days (Section 7.7, Exhibit B), responsibility for taxes (Section 7.9, Exhibit B), escalations (Section 7.12, Exhibit B), and a methodology for handling disputed billings (Section 7.13, Exhibit B). CRST is not clear as to Alltel's position on these paragraphs, with the exception of the billing cycle. Alltel proposes payment of invoices within 30 days (Section 7.2.4, Exhibit A). The Parties agree that each party should be responsible for paying for their own costs associated with billing.

32. Issue 10: Are the reciprocal compensation rates for IntraMTA Traffic and the Traffic Factors proposed by CRST appropriate pursuant to 47 U.S.C. § 252(d)(2)? (Section 5 and Appendix A of Exhibit A (Alltel Agreement) and Section 6 and Attachment A of Exhibit B (CRST Agreement)). CRST's proposed reciprocal compensation rate is \$0.021. CRST developed the proposed reciprocal compensation rates for transport and termination of Alltel-originated calls based upon the results of a FLEC study that was conducted by CRST's consultant, Vantage Point Solutions, pursuant to Section 252(d)(2) of the Act (47 U.S.C. § 252(d)(2)) and Section 51.505 of the FCC's rules (47 CFR §§ 51.505). CRST proposes that compensation for Telecommunications Traffic should not be symmetrical (see Paragraph 6.1 and Attachment A of Exhibit B). Alltel proposes a Reciprocal Compensation Rate of \$.012 per minute of use (see Paragraph 5.1.2 and Appendix A of Exhibit A).

33. CRST proposes a Traffic Factor of 30% Land to Mobile and 70% Mobile to Land, and a shared facility factor of 30% CRST and 70% Alltel. Alltel proposes Mobile to Land Factor of 60% and Land to Mobile Factor of 40% for purposes of calculating the Reciprocal Compensation Credit Formula. CRST opposes the use of a Reciprocal Compensation Credit Factor as discussed in paragraph 29. Alltel proposes no shared facility factor and expects CRST to pay 100% of facility charges (Section 3.1.4 of Exhibit A).

34. CRST proposes that the parties use the InterMTA Use Factor and the interstate and intrastate percentages as set forth in Attachment A to its Agreement (Exhibit B). The methodology that was used to develop this factor and the percentages is the best available information from which the InterMTA Use Factor and percentages can

be established. The InterMTA Use Factor to be applied to total minutes of use delivered by Alltel should be 19%, of which 99% of the InterMTA Use Factor should be classified as intrastate exchange access and 1% of the InterMTA Use Factor should be classified as interstate exchange access. Alltel proposes an InterMTA Use Factor of 3.0%, and no percentages of interstate and intrastate traffic, with no apparent basis for said Factor. CRST believes that a factor and percentages based upon the best available information is appropriate.

35. Issue 11: What is the appropriate time frame for bringing claims for disputes arising under the Agreement? (Section 10.0 of Exhibit A (Alltel Agreement)). In this section of the Alltel Agreement, Alltel proposes that no claims for disputes arising from the Agreement may be brought more than 24 months from the date of the occurrence giving rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter. It is CRST's position that the applicable statute of limitations should control. Therefore, Section 10.0 should not be included in the Agreement between the Parties.

36. Issue 12: What is the appropriate effective date and term of the Agreement? (Section 14.0 of Exhibit A (Alltel Agreement) and Section 10 of Exhibit B (CRST Agreement)). Both parties appear to agree that the Agreement be effective as of January 1, 2007, and remain in full force and effect for a period of three years after January 1, 2007. CRST proposes automatic one year renewal terms, in absence of 90 days advance written notice. Alltel proposes automatic six month renewal terms, in absence of 60 days written notice.

37. Pursuant to Commission Rule 20:10:32:29(4), CRST believes the Parties have been so focused on unresolved issues that they have not discussed portions of Exhibits 1 and 2 that are substantially the same or very similar. Those sections would include but not be limited to the following: (a) NOW, THEREFORE language starting on page 1 of Exhibit A (Alltel Agreement); (b) Section 2 (Interpretation and Construction) of Exhibit B (CRST Agreement); (c) general contract terms starting with Section 8 of Exhibit A and Section 13 of Exhibit B. Unresolved issues in any of these Sections of the Agreements of which CRST is aware to date were included in the preceding sections of this Petition. To the extent Alltel asserts that disputes or issues remain unresolved in addition to the issues set forth above, CRST reserves the right to present evidence and argument regarding such issues.

38. Pursuant to Commission Rule 20:10:32:29(5), there are no unresolved issues that are not being submitted to the Commission for arbitration.

39. Pursuant to Commission Rule 20:10:32:29(6), the contract language proposed by CRST is reflected in Exhibit B and the contract language proposed by Alltel is reflected in Exhibit A.

40. Pursuant to A.R.S.D. 20:10:32:29(7), CRST represents that it has additional documentation, beyond the attached exhibits, in its possession that relates to the parties' negotiations and the arbitration proceeding. CRST also has in its possession a series of emails exchanged between representatives of CRST and Alltel. These emails have not been included at this time, but will be provided if necessary to further support any positions taken by either party during negotiations.

41. Pursuant to A.R.S.D. 20:10:32:29(8), CRST requests a Protective Order.

42. Pursuant to A.R.S.D. 20:10:32:29(9), a proposed Procedural Schedule is attached as Exhibit F.

REQUEST FOR RELIEF

Wherefore, CRST respectfully requests the following relief:

1. Issuance of an Order requiring arbitration of any and all unresolved issues between CRST and Alltel as set forth herein;
2. Issuance of an Order directing CRST and Alltel to submit to this Commission for approval of an interconnection agreement reflecting: (a) the agreed-upon issues between the parties to be included in the language of Exhibit B; and (b) the resolution of any unresolved issues in accordance with the positions and recommendations made by CRST as set forth herein at the arbitration hearing to be scheduled by this Commission;
3. Issuance of an Order directing the parties to pay interim compensation for transport and termination of telecommunications traffic from January 1, 2007 (the Effective Date agreed to by the Parties) to the date on which the Commission approves the parties' executed interconnection agreement in accordance with Section 252(e) of the Act;
4. Issuance of an Order asserting this Commission retain jurisdiction over this arbitration until the parties have submitted an executed interconnection agreement for approval by this Commission in accordance with Section 252(e);
5. Any other, further and different relief as the nature of this matter may require or as may be just, equitable and proper to this Commission.

Dated this 21st day of October, 2008.

RITER ROGERS LAW OFFICE, LLP
Attorneys at Law

A handwritten signature in cursive script, reading "Darla Pollman Rogers", is written over a horizontal line.

Darla Pollman Rogers

Margo Northrup

319 South Coteau Street

Pierre, SD 57501-0280

Telephone 605-224-7889

Facsimile 605-224-7102

Attorneys for CRST

CERTIFICATE OF SERVICE

The undersigned, attorney for Petitioner, hereby certifies that a true and correct copy of the foregoing Petition was served electronically and by first class mail on the 21st day of October, 2008, upon:

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501
Patty.vangerpen@state.sd.us

Mr. Stephen Rowell
Alltel Communications Inc.
One Allied Drive
Little Rock, AR 72202
Stephen.b.rowell@alltel.com

Mr. Ron Williams
Alltel Communications, Inc.
3650 131st Avenue S.E.
Bellevue, WA 98006
ron.williams@alltel.com


Darla Pollman Rogers

Darla Pollman Rogers

EXHIBIT A

RECIPROCAL INTERCONNECTION, TRANSPORT AND TERMINATION AGREEMENT

This Reciprocal Interconnection, Transport and Termination Agreement ("Agreement") is entered into by and between Cheyenne River Sioux Tribe Telephone Authority ("CRST"), and Alltel Communications, Inc. ("Alltel"). CRST and the Alltel are each individually a "Party" and are together the "Parties" to this Agreement.

WHEREAS, CRST is an Incumbent Local Exchange Carrier which is operating as a Rural Telephone Company in the State of South Dakota;

WHEREAS, Alltel is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service Provider;

WHEREAS, CRST and Alltel desire to establish arrangements between one another for the exchange of telecommunications traffic between their respective networks for the benefit of the Parties and their customers.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996.

WHEREAS, the Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters related to the same types of arrangements covered in this Agreement, and;

NOW, THEREFORE, in consideration of the foregoing and the undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRST and Alltel agree as follows:

This Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of Alltel and CRST for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service.

Except as otherwise expressly provided for herein, this Agreement does not obligate either Party to provide arrangements or transport or terminate traffic not specifically provided for herein. Except as otherwise expressly provided for herein, this Agreement has no effect on the definition of End User services that either Party offers to its End User Customers, the services either Party chooses to offer to its respective End User Customers, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective End User Customers.

This Agreement is not, however, intended to address any issues or disagreements that may exist between the Parties concerning the interpretation and application of provisions found in 47 U.S.C. § 332(c) and whether Alltel, in providing certain wireless communications services, is

"Telecommunications Carrier" has the meaning given in the Act.

"Termination" means the switching of Traffic at the terminating carrier's end office switch, or equivalent facilities, and delivery of such traffic to the called party.

"Third Party Provider" shall mean any facilities-based telecommunications carrier, including, without limitation, Interexchange Carriers, independent telephone companies, competitive local exchange carriers, or CMRS Provider that carries transiting traffic. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS Provider's services.

"Traffic" includes Local Traffic and InterMTA Traffic.

"Transport" means the transmission of traffic from the POI between the two Parties or from the interconnection point of the Third Party Provider and a Party to the Party's switch that directly serves the called party. ~~In the case of a Type 2A connection Transport includes Tandem Switching.~~

~~"Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.~~

~~"Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another Telephone Company to CMRS Provider switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.~~

2.0 Description of Traffic

2.1 This agreement applies both to Local and to InterMTA traffic originated by the End Users subscribers of one Party and terminated to ~~end-user subscribers~~ End Users of the other Party which is (a) delivered over facilities owned or controlled by the Parties, which directly interconnect the Parties or, (b) indirectly connected, i.e., delivered over a Third Party Provider's transiting facilities. Local Traffic is subject to local Transport and Termination charges as described in Appendix A. InterMTA Traffic is subject to ~~Telephone Company's interstate or intrastate access charge~~ the InterMTA rate set forth in Appendix A.

2.2 The Parties recognize that the Federal Communications Commission issued its Order on Remand and Report and Order on Intercarrier Compensation for ISP-bound Traffic in its Docket No. 96-98 on April 27, 2001, and that CRST and various other parties have filed appeals of that Order. The Parties agree that ISP-bound traffic between them, if any, is presently de minimus. If a Party has reason to believe that enhanced service and Internet traffic is not de minimus, that Party may reopen negotiations to determine an appropriate method for identifying such traffic, and, so long as the FCC Order referred to above is final and outstanding, such traffic above a de minimus level shall be transported and terminated in accord with the interim compensation regime established by the FCC in the Order. If CRST, with respect to traffic originated by its incumbent LEC subscribers, elects to invoke the rate cap for ISP-bound traffic established in the FCC's Order on Remand and Report and Order on Intercarrier Compensation for ISP-bound Traffic in its Docket No. 96-98 with respect to any telecommunications carrier, CRST and Alltel will begin exchanging all Local Traffic at the capped rate on the effective date of the implementation of the rate cap.

3.0 Direct Interconnection of the Party's Facilities Where a Third Party Provider Is Not Utilized

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the Transport and Termination of traffic.

3.1 Direct Interconnection Facilities

~~3.1.1 Type 1 Interconnection: Facilities which provide line side connections between a Telephone Company end office and the CMRS Provider's POI within that end office boundary. Type 1 facilities provide the capability to exchange traffic between the CMRS Provider subscribers and Telephone Company subscribers served only by that Telephone Company end office and other end offices within the Local Calling Area as designated in Appendix B, subject to the capabilities and use of the interconnection as described in Exhibit 1 attached to this Agreement.~~

3.1.1 The Parties have agreed to direct Interconnection of their networks using two-way Type 2A Interconnection: Facilities which provide a trunk side connection between Alltel's MSC and CRST's Eagle Butte End Office or Tandem switch that is capable of trunk to trunk switching, as specified in Appendix B. The CMRS Provider's POI must be located within the Telephone Company's exchange boundary of that Telephone Company End Office or Tandem switch. Type 2A This direct Interconnection facilities facility provides the capability for the CMRS provider each Party with a NPA-NXX in that rate center to exchange traffic between the CMRS provider their subscribers and Telephone Company subscribers served only by that Telephone Company end office and other end offices subtending the switch where the Type 2A connection is established the other Party.

3.1.1.1 For Alltel traffic terminating to CRST, CRST will terminate traffic from the POI to any end user in the intra-company exchanges that subtend the Tandem/Intermediate/Host office (as specified in Appendix B) where the CMRS Provider is directly connected associated with its network.

3.1.1.2 Only Local Traffic originating from CRST end users in the LEC Local Calling Area (as specified in Appendix B) will be delivered by CRST to Alltel POI.

~~3.1.3 Type 2B Interconnection: Facilities which provide a trunk side connection between the CMRS Provider and the Telephone Company end office. The CMRS Provider's POI must be located within the Telephone Company's end office exchange boundary of that Telephone Company end office. Type 2B facilities provide the capability for the CMRS Provider with a NPA-NXX in that rate center to exchange traffic between the CMRS Provider subscribers and the Telephone Company subscribers served only by that Telephone Company end office and other end offices within the Local Calling Area as designated in Appendix B;~~

~~subject to the capabilities and use of the interconnection as described in Exhibit 1 attached to this Agreement.~~

3.1.2 The Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each point of interconnection when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. ~~Upon mutual agreement of the Parties, Type 1, Type 2A, and Type 2B facilities may be either one-way or two-way.~~

3.1.3 Alltel will accept one hundred percent (100%) of the financial responsibility to deliver its originated traffic to and receive CRST originated traffic from a Direct Interconnection POI.

3.1.4 CRST will accept one hundred percent (100%) of the financial responsibility to deliver its originated traffic to and receive Alltel originated traffic from a Direct Interconnection POI.

~~3.1.3.1 When both Parties agree to utilize and implement two-way facilities, charges will be shared by the Parties on a proportional percentage basis as specified in Appendix A "Shared Facility Factor". The Parties shall review actual minutes capable of being transported on shared two way facilities and modify the percentages specified in Appendix A twelve three months from the Effective Executed Date of this Agreement and every twelve months thereafter. The modified percentages shall be used to true up, on a going forward basis, the charges between the Parties.~~

~~When both Parties agree to utilize one-way facilities in the land to mobile direction or in the event that Western Wireless chooses to implement only one-way land to mobile facility use, charges will be shared by the Parties on a proportional percentage basis as specified in Appendix A 7.0 "Shared Facility Factor". In the event Western Wireless subsequently implements mobile to land use of these facilities, the provisions of 3.1.4.1 shall apply.~~

3.2 Facility Locations

3.2.1 Technical Feasibility

3.2.1.1 Appendix B contains the existing POIs established between the Parties. Alltel and CRST may establish additional POIs, from time to time, in accordance with this Agreement. Appendix B also contains information on the other locations where direct interconnection with CRST's network may be requested.

3.2.1.2 Both Parties recognize CRST may make modifications to its network architecture, NPA-NXX utilization, or Local Calling Area that impact the "Interconnection and Local Calling Data" contained in Appendix B. In the event CRST intends to make modifications that impact Appendix B, CRST will provide 90 one hundred eighty (180) days advance notice of

any such modifications to Alltel where such modifications will impact traffic routed over direct interconnect facilities.

3.2.2 Incumbent LEC Requirement

3.2.2.1 The Parties acknowledge that the services provided by CRST under this Agreement are provided pursuant to CRST's obligations falling under 47 U.S.C. § 251(a) and 251(b) and that terms and conditions specified in this Agreement do not apply to the provision of services or facilities by CRST in those areas where the CRST is not the incumbent LEC.

3.3 Additional Interconnection Methods Available to Alltel

3.3.1 Alltel may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Alltel's network) to the POI on CRST's network. Alternatively, Alltel may purchase an entrance facility and transport from a Third Party Provider or from CRST for the delivery of such traffic. Rates for entrance facilities and transport purchased from CRST are specified in CRST's Interstate Access Service Tariff or Intrastate tariff or pricing catalog.

~~3.3.2 The Parties may share the CRST's interconnection facilities at the rates specified in applicable tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Appendix A Shared Facility Factor.~~

3.4 Technical Requirements and Standards

3.4.1 Each Party will provide the services in this Agreement to the other Party under reasonable and non-discriminatory conditions and at a standard that is at least equal in quality and performance to that which the Party provides to other connecting carriers. Either Party may request and the other Party will provide, to the extent technically feasible, services at a higher or lesser standard, provided however, that any such requests shall be considered a special request, and will be handled on a case-by-case basis.

3.4.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment and new software. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities. These provisions shall not in any way affect the application of special construction charges of the CRST, for the construction of new facilities, where such charges would otherwise be applicable in provisioning the new or additional service.

4.0 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of ~~wireless~~ CMRS Traffic.

4.1 Mobile to Land Traffic – Directly Interconnected

4.1.1 Alltel shall be responsible for the delivery of Traffic from its Network to the appropriate Point of Interconnection on CRST's network, as set forth in Appendix B, for the Transport and Termination of such traffic by CRST to one of its End Users.

~~4.1.2 If the CMRS Provider chooses to use the Telephone Company's services or facilities, not otherwise covered under this Agreement, appropriate tariff or pricing catalog rates, or rates established under separate agreement will apply.~~

4.2 Land to Mobile Traffic – Directly Interconnected

4.2.1 ~~CRST with which CMRS Provider has directly connected shall be responsible for the delivery of traffic~~ Traffic from its End Users in the "Local Calling Area" connected to its network to the appropriate Point of Interconnection, as set forth in Appendix B, for the Transport and Termination of such traffic by the Alltel to one of its End Users. ~~(within the exchange boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the exchange boundary of the end office providing Type 1 and/or Type 2B Interconnection) on the CMRS Provider's network for the Transport and Termination of such traffic by the CMRS Provider to its End User.~~

4.2.2 CRST agrees that its ~~landline customers~~ End Users will dial Alltel NPA-NXXs on a local basis, so long as the Alltel NPA-NXX has been assigned by the North American Numbering Plan Administrator (NANPA) to an end office rate center in the CRST "Local Calling Area" as set forth in Appendix B. ~~which a POI is physically located, and provided such local access is consistent with the capabilities and use of the direct interconnection established as described in Exhibit 1 to this Agreement.~~ When the Parties are directly connected, CRST agrees to deliver all such locally-dialed traffic to Alltel at that Point of Interconnection with Alltel.

4.3 Mobile to Land - Indirectly Connected via a Third Party Provider.

As an alternative to routing traffic covered by this Agreement through a Point of Interconnection, Alltel may choose to deliver traffic from its network to CRST via a Third Party Provider and thus be indirectly connected with CRST for the delivery of traffic originated on Alltel's network by Alltel's End Users.

5.0 Transport and Termination Compensation

5.1 Rates - Alltel and CRST shall reciprocally and symmetrically compensate one another for Local Traffic terminated on either Party's network. The rates at which the Parties

shall compensate each other for the Transport and Termination of Traffic are set forth in Appendix A hereto.

5.1.1 ~~CRST's access charges apply~~The rates applicable to the termination of InterMTA traffic are set forth in Appendix A.

5.1.2 The rates applicable to Local Traffic are set forth in Appendix A.

5.1.3 The Transport and Termination Services provided hereunder are intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such services will not be used to terminate other types of traffic on CRST's network (such as wireline originated traffic) and services used in violation hereof shall constitute a breach of this Agreement. In addition to any other remedies available, the Party whose services have been improperly used shall be entitled to recover the appropriate charges for such traffic for the entire period of misuse.

~~5.2 De Minimus Traffic - In the event the Traffic terminated on the Telephone company's network is de minimus such that the total minutes for compensation is less than 3,000 minutes of use for a three month period (or 1,000 minutes of use for a one month period if CRST bills monthly), the Parties agree that CRST shall not render a billing. It is agreed that the only compensation for that de minimus Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, i.e., Traffic will be exchanged on a bill and keep basis, and no billing will be issued by CRST.~~

5.2 Conversation Time - For purposes of billing compensation, billed minutes will be based upon Conversation Time. Conversation Time will be determined (a) from actual usage recordings by the Parties or (b) records of terminating traffic provided by the Third Party Provider.

5.3 Measuring traffic - In order to determine whether traffic exchanged between the Parties' networks is Local or InterMTA traffic for purposes of determining compensation, the Parties agree to define the customer location as follows: for CRST, the origination or termination point of a call shall be CRST's end office which serves, respectively, the calling or called End User. For Alltel, the origination or termination point of a call shall be the connecting cell site, which serves, respectively, the calling or called party at the time the call begins utilize the PIU factor set forth in 7.2.3.

6.0 Transmission and Routing of Other Types of Traffic

~~The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic and that if such service is requested by Alltel that the Parties will negotiate a separate Agreement for such traffic.~~_[rev1]

Other ancillary traffic including wireless traffic destined for ancillary services including, but not limited to, directory assistance, operator call termination (busy line interrupt and verify), 800/888, LIDB, and information services requiring special billing will be exchanged and charged in accordance with the appropriate tariffs, local or switched access.

~~The initial PIU factor to be applied to total minutes of use delivered by Alltel to CRST shall be 3.0%. This factor shall be adjusted three months after the executed date of this Agreement and every six months thereafter during the term of this Agreement, based on a mutually agreed to traffic study analysis. Each of the Parties to this Agreement is obligated to proceed in good faith toward the development of a method of traffic study that will provide a reasonable measurement of terminated InterMTA traffic.~~

7.2.4 A Reciprocal Compensation Credit shall be calculated and applied to the billing from CRST to Alltel to provide compensation for wireline to wireless traffic that Alltel receives from CRST for termination. The amount of this credit shall be determined by applying the Reciprocal Compensation Credit formula set forth in Appendix A. The Reciprocal Compensation Credit will appear on the monthly or quarterly bill issued by CRST as a credit against amounts due and payable from Alltel to CRST.

7.2.4 The Parties shall pay each other for all charges in accordance with the rates set forth in Appendix A of this agreement. Such payments are to be received within 30 days from the receipt of the billing statement. Undisputed charges, not paid within the 30 days from the receipt of the billing statement may be subject to a late charge at the rate of 1.5% per month or the maximum amount allowed by law. The Party collecting revenues shall be responsible for reporting and remitting all applicable taxes associated therewith.

7.2.5 Each Party will bear its own billing and collection expenses. ~~In the event that Alltel fails to send calling party number and/or other industry standard call record fields sufficient to identify Alltel as the originating carrier for each Third Party Provider transit call terminated to CRST, Alltel will reimburse CRST for any Third Party Provider Call Detail Record (CDR) charges associated with those Alltel usage records.~~

~~Alltel agrees to pursue a joint process (negotiation, complaint, etc.) against Qwest with the intent of requiring Qwest to either transmit appropriate call data as part of their transit function or provide summary monthly terminating traffic reports to CRST which show the originating carrier and which would be workable for billing purposes.~~

7.2.6 If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within thirty (30) days of the receipt of the statement. The Parties shall diligently work toward resolution of all billing issues

7.3 Network Maintenance and Management for Direct Interconnection

The Parties will work cooperatively to install and maintain reliable network facilities. The Parties will exchange appropriate information to achieve this desired reliability, subject to the confidentiality provisions herein.

7.3.1 Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate notifications for planned mass calling events.

- 7.3.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 7.3.3 Use of Alltels' facilities, or that of a third party in conjunction with any of CRST's facilities, shall not materially interfere with or impair service over any facilities of ~~CRST~~ either Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, the Party whose facilities are being used may discontinue or refuse service to the other Party if the Party using the facilities violates this provision; provided, that such termination of service will be limited to the facilities being used that is subject of the violation.
- 7.3.4 Maintenance of Service Charge - When one Party reports trouble to the other Party for clearance and no trouble is found in the second Party's network, the reporting Party shall be responsible for payment of a Maintenance of Service Charge for the period of time when the second Party's personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in the second Party's network, the reporting Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If a Party reports trouble to the other Party for clearance and the other Party's personnel are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that the non-reporting Party's personnel are dispatched; provided that the Party's have arranged a specific time for the service visit.

~~7.4 Access to Numbering Resources - For Type 1 connections, CRST will provide Alltel access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers.~~

7.4 Local Dialing Parity - CRST agrees that local dialing parity will be available to Alltel in accordance with the law to the same extent as it is available to other Telecommunications Carriers. The Parties agree that local and EAS dialing available to Alltel NXXs will be as specified in Appendix B. CRST agrees to provide Notice, according to Section 14.13, for any additions or deletions of rate centers associated with local calling area or EAS. Accordingly, the parties agree that the information contained in Appendix B pertaining to "Local Calling Areas", subsequent to such Notice, may be revised during the term of this Agreement.

7.5 ~~CRST will not be responsible for Local Exchange Routing Guide ("LERG") entry. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.~~

7.6 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

7.7 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for Traffic exchanged between the Parties. Use of a third party for connecting Alltel and CRST

SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all interchanged traffic irrespective of interconnection methodology.

8.0 Liability and Indemnification

8.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.

8.2 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

8.3 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:

8.3.1 any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its Customer's use.

8.3.2 any claims, demands or suits that asserts any claim for libel, slander, infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. The foregoing includes any Claims or Losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.

8.3.3 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA).

- 8.4 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to either party's intellectual property or contract rights.
- 8.5 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection trunks or other property, or due to malfunction of any functions, products, services or equipment of the Indemnifying Party or of any other party that have been provided to the Indemnifying Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.
- 8.6 Indemnification Procedures
- 8.6.1 Whenever a claim shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 8.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 8.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 8.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 8.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense;

provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

8.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

8.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

8.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

8.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 9.

8.7 Apportionment of Fault. Except for losses alleged or claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any loss alleged or claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

8.7.1 The Parties are not liable for any act or omission of other Providers.

8.7.2 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

8.8 NO CONSEQUENTIAL DAMAGES

NEITHER THE TELEPHONE COMPANY NOR THE CMRS PROVIDER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO

BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTIES LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY THE TELEPHONE COMPANY'S OR THE CMRS PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

8.9 RELEASES

In resolution of the Parties rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement.

9.0 Confidentiality and Proprietary Information

9.1 For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will not be deemed Confidential Information to the Discloser and subject to this Section 9, unless the confidentiality of the information is confirmed in writing by the Discloser prior to disclosure. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section.

9.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

9.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the

Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

- 9.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its discloser; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 9.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from End Users or sources other than the Discloser.
- 9.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 9.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 9.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

10.0 Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

11.0 Intervening Law

- 11.1 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing,

any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders or guidelines, either Party may seek arbitration before any regulatory authority with jurisdiction.

11.2 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

13.0 Miscellaneous Provisions

13.1 Effective Date – The effective date of this agreement is January 1, 2003. The Parties shall implement the agreement immediately, work cooperatively, and take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement pursuant to the provisions of 47 U.S.C. '252. Each Party shall be responsible for its own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

14.2 Term and Termination

14.2.1 This Agreement is effective January 1, 2007 and shall remain in effect for three (3) years after January 1, 2003~~2007~~. Thereafter, the Agreement shall automatically renew for additional ~~one (1) year~~ six (6) month terms, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term.

14.2.2 Upon termination or expiration of this agreement in accordance with the above Section:

- (a) Each Party shall continue to comply with its obligations set forth in Section Confidentiality and
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and upon termination or expiration of this Agreement, each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement or place disputed amounts into an escrow account.
- (c) Each Party's indemnification obligations shall survive.

14.2.3 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 notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) days of receipt of written notice thereof.

14.3 Binding Effect - This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

14.4 Assignment - Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent,

which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, one hundred (100) per cent owned affiliate or subsidiary of that Party for the continued provisioning of the telecommunications service under this Agreement.

14.5 Third Party Beneficiaries - This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

14.6 Force Majeure - Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.7 DISCLAIMER OF WARRANTIES - THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR FACILITIES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

14.8 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

14.9 Waiver - The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

14.10 Patents, Trademarks and Trade Names

14.10.1 With respect to claims of patent infringement made by third persons, the Parties shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that

Party or its subscribers in connection with the Interconnection arrangements furnished under this Agreement.

14.10.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Interconnection Arrangements or services furnished under this Agreement.

14.10.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

14.11 Relationship of the Parties

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

14.11.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

14.11.3 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.

14.11.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

14.11.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind,

express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

- 14.12 Services - Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 14.13 Notices - Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

For Alltel: Alltel Communications, Inc.
Attn: Director – Wireless Interconnection
Mailstop: 1269-B1-F03-C
One Allied Drive
Little Rock, Arkansas 72202
Fax: 501-905-6307
Phone: 501-905-8000

For CRST: CRST Telephone
100 Main Street
Eagle Butte, South Dakota 57625
Phone: 605-964-2600

- 14.14 Expenses - Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 14.15 Headings - The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.
- 14.16 Governing Law – For all claims under this Agreement, that are based upon issues within the jurisdiction of the FCC or governed by federal law, the Parties agree that the remedies for such claims shall be governed by the FCC and the Act. For all claims under this agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, the Parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Dakota without reference to conflict of law provisions.
- 14.17 Multiple Counterparts - This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- 14.18 Complete Terms - This Agreement together with its appendices and exhibits constitutes the entire agreement regarding the exchange and compensation for Local Traffic between the Parties and supersedes all prior discussions, representations or oral

shall continue to perform their payment obligations in accordance with this Agreement.

14.22.4 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CRST Telephone

Alltel Communications, Inc.

BY: _____

BY: _____

(Signature)

(Signature)

NAME: _____

NAME: Gene Dejordy

(Printed)

TITLE: _____

TITLE: Senior Vice President - Regulatory

DATE: _____

DATE: _____

APPENDIX A

1.0 RECIPROCAL COMPENSATION RATE FOR TRANSPORT AND TERMINATION OF LOCAL TRAFFIC

\$0.012 per minute of use

2.0 INTERMTA RATE FOR TRANSPORT AND TERMINATION OF INTERMTA TRAFFIC

\$0.03 per minute of use

3.0 RECIPROCAL COMPENSATION CREDIT FORMULA

The reciprocal compensation credit will be calculated assuming a ratio of land originated to mobile originated traffic as set forth below. Divide the total number of monthly measured minutes of use terminated on CRST's network by the Mobile to Land Factor. The total calculation will then be multiplied by the Land to Mobile Factor to arrive at the total CRST minutes of use terminated on Alltel's network per month. This monthly total will be multiplied by the Land to Mobile Interconnection rate set forth in Appendix A 2.0 to obtain the Reciprocal Compensation Credit for the month. For example, CRST determines that 10,000 minutes of mobile originated Telecommunications Traffic has been delivered to it by Alltel in a given billing period: The Parties will assume that 6.667 minutes of land originated calls were delivered by CRST to Alltel for termination (10,000/.60 multiplied by .40).

The Reciprocal Compensation Credit Factors over the term of the agreement shall be:

Mobile to Land Factor 60%

Land to Mobile Factor 40%

APPENDIX B

CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY

INTERCONNECTION AND LOCAL CALLING DATA

Exchange Name	NPA/NXX(s)	CLLI	Hosts, Intermediate Offices, or Tandem(s)¹	Land to Mobile Local Calling Area by Rate Center
Eagle Butte	605-964	EGBTSDXA964	EGBTSDXA964	All CRST Exchanges
Dupree	605-365	DUPRSDXA365	EGBTSDXA964	All CRST Exchanges
Isabel	605-466	ISBLSDXA466	EGBTSDXA964	All CRST Exchanges
La Plant	605-733	BKNGSDXSR52	EGBTSDXA964	All CRST Exchanges
South Dupree	605-538	DUPRSDXB538	EGBTSDXA964	All CRST Exchanges
Qwest Meet Point			V6162 H5728	
SDN Meet Point			V6280 H4906	

¹ Switch or meet point locations where direct point of interconnection is available

EXISTING DIRECT INTERCONNECTION

Alltel and CRST have established a POI location at Eagle Butte for the exchange of all Traffic between Alltel and CRST networks. Adjustments to the capacity, technology, and transmission standards associated with the POI and associated direct interconnection facilities will be mutually agreed upon by the Parties.

EXHIBIT B

**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT**

By and Between

Cheyenne River Sioux Tribe Telephone Authority

And

Alltel Communications, Inc.

For the State of

South Dakota

This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective as of the 1st day of January 2007 (the “Effective Date”), by and between Cheyenne River Sioux Tribe Telephone Authority [“CRST”] with offices at 100 Main Street, Eagle Butte, South Dakota 57625 and Alltel Communications, Inc. a Delaware corporation, for itself and its wireless affiliates and solely with respect to its operations as a CMRS provider in the state of South Dakota (“Alltel”) with offices at One Allied Drive, Little Rock, Arkansas 72202. Hereinafter, “Party” means either CRST or Alltel and “Parties” means CRST and Alltel.

WHEREAS, Alltel is authorized by the Federal Communications Commission (“FCC”) to provide Commercial Mobile Radio Services (“CMRS”);

WHEREAS, CRST is a local exchange carrier holding a certificate of authority to provide local exchange telecommunications services in certain exchanges within the state of South Dakota.

WHEREAS, CRST and Alltel exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, the Parties intend this Agreement 1) to provide for the mutual exchange and reciprocal compensation of Telecommunications Traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996, and 2) to supersede any previous arrangements between the Parties relating to such Telecommunications Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRST and Alltel hereby agree as follows:

1. **Definitions**

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 contract 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:

- 1.1. **“Act”** means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended.

- 1.2. **“Affiliate”** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. **“Central Office Switch”** means a CRST switch used to provide Telecommunications Services, including, but not limited to the following:
- (a) **“End Office Switch”** means a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) **“Remote End Office Switch”** means a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
 - (c) **“Host Office Switch”** means a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, and related functions including local switching.
 - (d) **“Tandem Switch”** means a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.
- A Central Office Switch may also be employed as a combination of any or all of the above switch types.
- 1.4. **“Commercial Mobile Radio Services”** or **“CMRS”** has the meaning given to the term in the Part 20, FCC Rules
- 1.5. **“Commission”** means the South Dakota Public Utilities Commission.
- 1.6. **“Direct Interconnection”** means either a one-way or two-way connection between the CRST network and the Alltel network.
- 1.7. **“End User”** means, whether or not capitalized, any business, residential or governmental customer of services provided by a Party, and includes the term **“Customer”**. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

- 1.8. **“FCC”** means the Federal Communications Commission.
- 1.9. **“IntraMTA Traffic”**, for wireless to wireline calling, traffic that is exchanged that originates in one MTA and terminates in the same MTA based on the location of the connecting cell site serving the wireless end user at the start of the call and the location of the end office serving the wireline end user.
- 1.10. **“Interconnection”** has the meaning given the term in the Act and refers to the services, equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.
- 1.11. **“Interexchange Carrier”** or **“IXC”** means a carrier that provides or carries, directly or indirectly, toll traffic.
- 1.12. **“InterMTA Traffic”**, for wireless to wireline calling, traffic that is exchanged that originates in one MTA and terminates in a different MTA based on the location of the connecting cell site serving the wireless end user at the start of the call and the location of the end office serving the wireline end user.
- 1.13. **“Local Exchange Carrier”** or **“LEC”** has the meaning given the term in the Act.
- 1.14. **“Local Traffic”**,
 - a) for wireless to wireline calling, is traffic that is exchanged between Alltel and CRST that, at the beginning of the call, originates and terminates within the same MTA based on the location of the connecting cell site serving the originating wireless end user and the location of the end office serving the terminating wireline end user; and
 - b) for wireline to wireless calling, traffic that is exchanged between CRST and Alltel that originates with a wireline CRST customer and terminates to an Alltel NXX rated in the same wireline local calling area as the CRST customer and in which Alltel has a POI within that same wireline local calling area of the CRST exchange.
- 1.15. **“Location Routing Number”** or **“LRN”** means the ten digit routing number that identifies the terminating switch for a telephone number that has been ported.
- 1.16. **“Major Trading Area”** or **“MTA”** means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202(a).
- 1.17. **“Mobile Switching Center”** or **“MSC”** means Alltel facilities and related equipment that perform the switching for the routing of calls from and among its End Users and other Telecommunications Carrier networks. The MSC is also

used to connect and switch trunk circuits within the Alltel network and between the Alltel network and the public switched telephone network.

- 1.18. **“Non-Local Traffic”**, for wireless to wireline calling, traffic that is exchanged between Alltel and CRST that is not Local Traffic and is switched access traffic.
- 1.19. **“NPA”** or the **“Number Plan Area”**, also referred to as an “area code”, means the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).
- 1.20. **“NXX”** means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.21. **“Party”** means either CRST or Alltel, and **“Parties”** means CRST and Alltel.
- 1.22. **“Point of Interconnection”** or **“POI”** means that technically feasible point of demarcation, located within the CRST network, where the exchange of traffic between the Parties takes place.
- 1.23. **“Rate Center”** means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.24. **“Reciprocal Compensation”** means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination of Telecommunications Traffic on each carrier’s network that originates on the network facilities of the other carrier.
- 1.25. **“Telecommunications”** means the transmission, between or among points specified by the End User, of information of the End User’s choosing, without change in the form or content of the information as sent and received.
- 1.26. **“Telecommunications Carrier”** means any provider of Telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.27. **“Telecommunications Traffic”** or **“Traffic”**, defined for purposes of compensation under this Agreement, means traffic that:
 - a) is originated by a customer of one Party on that Party’s network,
 - b) terminates to a customer of the other Party on the other Party’s network within the same Major Trading Area, as defined in 47 CFR Section 24.202(a), and

c) may be carried by a tandem LEC in lieu of a direct connection between the Parties.

For purposes of determining originating and terminating points, the originating or terminating point for CRST shall be the CRST end office serving the calling or called party, and for Alltel shall be the originating or terminating cell site location which serves the calling or called party at the beginning of the call. Telecommunications Traffic does not include traffic for which the originating end user or carrier has utilized an interexchange carrier (IXC) to assume responsibility for termination of traffic, or traffic originated by an IXC pursuant to the IXC's rate schedules, tariffs, end-user contracts, or presubscription rules.

- 1.28. **"Termination"** means the switching of Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.29. **"Third Party Provider"** means any facilities-based telecommunications carrier, including, without limitation, independent telephone companies, or competitive local exchange carriers that carry Transiting Traffic. The term shall not mean resellers of a CRST local exchange service or resellers of an Alltel service.
- 1.30. **"Transiting Traffic"** means Telecommunications Traffic between two Telecommunications Carriers, carried by a Third Party Provider that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.31. **"Transport"** means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called Party, or equivalent facility provided by a third party provider.
- 1.32. **"Wireline Local Calling Area"** means the area to which a CRST wireline customer can call another CRST wireline customer without incurring toll charges.

2. Interpretation and Construction

All references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. The headings of the Sections and Attachments are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third Party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning

of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

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

The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for Transport and Termination of traffic or the types of arrangements prescribed by this Agreement.

3. Scope

This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

This Agreement establishes the methodology for the exchange of and compensation for Telecommunications Traffic originated on the network of Alltel, transited via the network of a Third Party Provider and terminated on the network of CRST, or delivered directly to, and terminated by CRST, or originated on the network of CRST, transited via the network of a Third Party Provider and terminated on the network of Alltel, or delivered directly to, and terminated by Alltel. There will be no reciprocal compensation paid for traffic delivered via an IXC.

Pursuant to this Agreement, the Parties will extend certain arrangements to one another as needed to meet the requirements of this Agreement. This Agreement reflects a balancing of interests critical to the Parties.

3.1 Each Party's NPA/NXXs and network routing information are listed in Telcordia's Local Exchange Routing Guide ("LERG"). The Operating Company Number ("OCN") for each Party in the state of South Dakota are:

3.1.1 Alltel OCNs: 5037, 6515, 6293

3.1.2 CRST OCN: 1647

3.2 This Agreement does not apply to ISP-Bound traffic and ISP-Bound traffic shall not be exchanged pursuant to this Agreement. The Parties have not addressed the basis for intercarrier compensation relating to enhanced services and Internet traffic. The Parties agree that such traffic between them, if any, is presently de minimis. If a Party has reason to believe that enhanced services and Internet Traffic are not de minimis, that Party may provide notice to the other and open

negotiations to determine an appropriate method for identifying, transporting, and determining the compensation for such traffic. If the Parties are unable to reach agreement for ISP Bound traffic, either Party may request resolution of the dispute pursuant to Section 33 of this Agreement.

- 3.3 The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic.

4. Interconnection Methods and Facilities

This Section describes the methods with which the Parties to this Agreement may interconnect their respective networks for the Transport and Termination of Traffic.

- 4.1. Indirect Method of Interconnection. Either Party may choose to deliver traffic from its network through a Third Party Provider and thus be indirectly connected with the other Party for the delivery of Traffic originated on its network.
- 4.2. Direct Method of Interconnection. Direct Interconnection facilities provide a trunk side connection between the Parties' networks.
- 4.2.1. Points(s) of Interconnection. Upon agreement of the Parties, Direct Interconnection facilities may be either One-Way or Two-Way facilities. Both parties have agreed to a CRST POI and an Alltel POI in the Eagle Butte exchange as shown in Attachment B. Charges for the facilities between the Alltel POI and the CRST POI will be shared by the Parties on a proportional percentage basis as specified in Attachment A, Section 3. The Parties agree to review actual minutes transported on shared two way facilities and modify the percentages specified in Attachment A, Section 3 no more than twice annually. If warranted by actual usage, the facility factor percentages shall be revised accordingly and shall be applied in the next billing cycle following the Traffic review. There is a two-way facility establishing a direct connection between the Parties' networks in the Eagle Butte rate center. Charges for this two-way facility will be billed pursuant to CRST's board approved pricing guide. Rates for entrance facilities and transport purchased from CRST are specified in CRST's Intrastate Access Service Tariff or board approved pricing guide.
- 4.2.2. Interconnection Facility Forecast. The Parties shall provide each other a forecast of projected traffic volume for each point of interconnection when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

- 4.2.3. Interconnection Facility Cost Sharing. The cost of CRST provided facilities shall be shared at the same ratio as shown in Attachment A, Section 2.
- 4.3. Facility Locations. Alltel may directly connect with CRST's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Attachment B constitute technically feasible points of Direct Interconnection.
- 4.4. Additional Direct Interconnection Methods Available to Alltel. Alltel may provide its own facilities and transport for the delivery of traffic from its network to a POI within CRST's network. Alternatively, Alltel may purchase an entrance facility and transport from a Third Party Provider or from CRST for the delivery of such traffic. Rates for entrance facilities and transport purchased from CRST are specified in CRST's board approved pricing guide.
- 4.5. Technical Requirements and Standards. Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.
- 4.6. SS7 Messages. All SS7 messages delivered by each Party shall be populated using industry standard techniques. At a minimum, the following fields in the SS7 message shall be populated by the prevailing ATIS (Alliance for Telecommunications Industry Solutions) requirements and recommendations:
- Jurisdictional Information Parameter (JIP)
 - Location Routing Number (LRN) in instances where Local Number Portability (LNP) has been implemented
 - All 10 digits of the Calling Party Number (CPN)
 - Charge Number (CN)
 - All 10-digits of the Called Number
- 4.7. Impairment of Service.
- 4.7.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications

carried over the Party's facilities or create hazards to the employees of either Party or to the public ("Impairment of Service").

- 4.7.2. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

5. Routing of Traffic

This Section provides the terms and conditions for the proper routing and exchange of traffic between the Parties' respective networks.

- 5.1. Indirect Connection via a Third Party Provider. As an alternative to routing Telecommunications Traffic covered by this agreement through a Direct Interconnection, either Party may choose to route traffic from its network through a Third Party Provider to the terminating Party's POI with the Third Party Provider.
- 5.2. Mobile to Land Traffic – Direct Interconnection. Alltel shall be responsible for the delivery of Telecommunications Traffic from its network to the appropriate Point(s) of Interconnection on CRST's network for the Transport and Termination of such traffic by CRST to one of its End Users.
- 5.3. Land to Mobile Traffic – Direct Interconnection.
 - 5.3.1. CRST shall be responsible for the delivery of Telecommunications Traffic from its End Users connected to its network to the appropriate Point(s) of Interconnection (POI) with Alltel's network for the Transport and Termination of such traffic to one of Alltel's End Users. The POI shall be within the same Wireline Local Calling Area as the CRST End User.
 - 5.3.2. CRST shall deliver all landline originating Telecommunications Traffic to the Alltel POI, provided this POI is in the same Wireline Local Calling Area as the CRST customer and Alltel has an NPA-NXX within this Wireline Local Calling Area.
- 5.4. Dialing Parity. CRST will route all land-to-mobile Telecommunications Traffic to Alltel utilizing End User dialing patterns undifferentiated from those provided to any other carrier's number assigned to the same CRST rate center.

6. Compensation

The Parties agree to the rates referenced in Attachment A for the services to be provided pursuant to this Agreement.

- 6.1. Local Traffic. The parties shall reciprocally compensate one another for IntraMTA traffic at the rates set forth in Attachment A, Section 1.
- 6.2. Non-Local Traffic. The Parties contemplate that Alltel may deliver non-local traffic to CRST under this Agreement. Alltel shall compensate CRST for wireless to wireline InterMTA Traffic at CRST's switched access rates as specified in 6.3 below.
- 6.3. Interstate and Intrastate InterMTA Factor. The Parties have developed an interstate InterMTA and an intrastate InterMTA factor to determine the appropriate CRST switched access rate that should be applied to the non-local traffic. The interstate InterMTA traffic determined to be non-local shall be billed at the CRST approved switched access interstate tariff rates. The intrastate InterMTA traffic shall be billed at the approved CRST switched access intrastate tariff rates. The factors are identified in Attachment A, Section 4.
- 6.4. CRST Provided Direct Interconnection Facilities. Alltel may utilize or the Parties may share CRST provided interconnection facilities. CRST provided interconnection facilities will be priced at the rates specified in CRST's Intrastate Access Service Tariff or board approved pricing guide. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Attachment A, Section 2.

7. Billing and Payment

- 7.1. The Parties shall bill each other on a monthly basis for the services provided under this Agreement in accordance with the rates and charges set forth in Section 6 and Attachment A.
- 7.2. Each Party will only charge the other Party as referenced in Attachment A.
- 7.3. In the event actual detailed billing records are not available (*e.g.* if traffic is routed via a Third Party Provider), summary billing reports may be utilized. If Alltel elects to utilize a Transiting Carrier, Alltel shall be responsible for any and all charges associated with obtaining billing records from the transiting carrier and will provide said billing records to CRST.
- 7.4. Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first.

- 7.5. Minutes of use (“MOU”), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each Interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.
- 7.6. Each Party shall include sufficient detail of MOUs on its invoices to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.
- 7.7. The Parties shall pay invoiced amounts within forty-five (45) days of receipt of the invoice. For invoices not paid when due, late payment charges will be assessed on the past due balance, until paid, at a rate equal to 1.5% per month, except as provided in Section 7.13.
- 7.8. Reciprocal Compensation. It is agreed that the traffic factors set forth in Attachment A Section 2 represent a reasonable estimate of the ratio of traffic originated and terminated by the Parties, considering the anticipated mix of traffic routed between the parties. Either Party may, at its option, request modification of the factors, on a going forward basis, based on the results of a traffic study conducted for traffic originated by or terminating to the Party's End Users. These factors may be modified, but no more than once annually. If the Parties are unable to reach agreement for modification of the Land to Mobile Factor, either Party may request resolution of the dispute pursuant to Section 33 of this Agreement.
- 7.9. Taxes. The Party collecting revenue shall be responsible for collecting, reporting and remitting all appropriate taxes associated therewith. CRST is responsible for taxes on CRST revenues and Alltel is responsible for taxes on Alltel revenues whether or not shown as a credit on the CRST invoice to Alltel.
- 7.10. Billing notices. All bills rendered by one Party to the other Party under this Agreement shall be delivered to the following locations.

Alltel Communications, Inc.

Alltel Communications, Inc.
c/o Control Point Solutions
3655 North Point Pkwy
Suite 200
Alpharetta, GA 30005
Attn: Erika Owens

CRST

Cheyenne River Sioux Tribe
Telephone Authority
c/o Mona Thompson
100 Main Street
PO Box 810
Eagle Butte, SD 57625

- 7.11. Billing inquiries. All bill inquiries by one Party to the other Party under this Agreement shall be directed to the following locations.

Alltel Communications, Inc. **CRST**

Wholesale Billing Services

Phone Number: 1-800-351-4241 Phone Number: 605-964-2600

Email: ACI.CABS.Alltel.com

- 7.12. Escalations. Each Party will provide to the other Party an escalation list for their respective billing department and the appropriate department with the authority to issue payment on a bill.

- 7.13. Disputed Amounts. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the invoiced amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Parties agree that they will each make an effort to resolve any Disputed Amounts in accordance with the Dispute Resolution process in Section 33 of this Agreement. The billed Party shall pay when due all undisputed amounts to the billing Party. A Party may, by notice, include a prospective notice of Disputed Amounts applicable to future invoices. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall pay any unpaid Disputed Amount with late charges at the rate of (18%) per annum calculated from the date the Disputed Amount was originally due until final determination of such dispute.

8. Notice of Changes

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) day's advance written notice of such change to the other Party.

9. General Responsibilities of the Parties

- 9.1. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

- 9.2. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 9.3. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 9.4. SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks, for connecting Alltel to the ILEC SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 at its own cost for all interchanged traffic irrespective of interconnection methodology.
- 9.5. 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network.

10. Term and Termination

- 10.1. The initial term of this Agreement shall be a three-year term which shall commence on the Effective Date. This Agreement shall automatically renew for additional one (1) year terms until replaced by another agreement or terminated by either Party upon ninety (90) days written notice to the other Party prior to the termination of the initial term or renewed term.
- 10.2. Upon termination or expiration of this Agreement in accordance with this Section:
 - 10.2.1. Each Party shall continue to comply with its obligations under the Act and as set forth in Section 22 of this Agreement;
 - 10.2.2. Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
 - 10.2.3. Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 10.3. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.
- 10.4. If, upon expiration or termination, either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services

described herein until such time as the successor agreement becomes effective. During the pendency of said re-negotiations, the rates, terms and conditions of this Agreement shall apply on an interim basis until a new Agreement is effectuated or until the Parties negotiations expire.

11. Cancellation Charges

Except as provided herein, no cancellation charges shall apply.

12. Non-Severability

12.1. The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

12.2. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

13. Indemnification

13.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

13.1.1. damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

13.1.2. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

13.1.3. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, Affiliates, agents, servants,

or employees, shall be liable to the other for Consequential Damages (as defined in Section 15.3).

13.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

13.2.1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

13.2.2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

13.2.3. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

13.2.4. Neither Party shall accept the terms of a settlement that involves or affects the rights or obligations of the other Party in any matter without the other Party's approval.

14. Auditing Procedures

14.1. Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The audit shall be accomplished during normal business hours. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

14.2. Each Party may request copies of the other Party's billing records thereof provided that the requested records do not exceed twenty-four (24) months in age from the date the monthly bill containing said record information was issued.

15. Limitation of Liability

15.1. 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.

- 15.2. Except as otherwise provided in Section 13, 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.
- 15.3. Except as otherwise provided in Section 13, no Party will 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.

16. **DISCLAIMER**

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

17. **Regulatory Approval**

Upon execution of this Agreement, CRST shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.

In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate an acceptable modification of the rejected portion(s). For portion(s) for which acceptable modification is not achieved, either Party may seek arbitration by the Commission. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

18. **Pending Judicial Appeals and Regulatory Reconsideration**

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 Act 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 Act, any effective legislative

action or any effective 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 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, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated 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. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Parties shall utilize the Dispute Resolution procedure set forth in Section 33 of this Agreement.

19. **Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.
20. **Independent Contractors.** Neither this Agreement, nor any actions taken by Alltel or CRST in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Alltel and CRST, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Alltel or CRST in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third Party liability between Alltel and CRST end users or others.
21. **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, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. (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. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure, the delayed Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the affected Party. 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.
22. **Confidentiality**
 - 22.1. 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 22.2 of this Agreement.

22.2. 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 which such Disclosing Party chooses to obtain.

22.3. 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.

23. **Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such

Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of South Dakota without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through negotiations.

24. **Assignment**. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third Party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
25. **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.
26. **Notices**. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be delivered to the following locations.

Alltel Communications, Inc.

Alltel Communications, Inc.
One Allied Drive
Mailstop: 1269-B5F04-D
Little Rock, Arkansas 72202
Attn: Director – Wireless Interconnection
Phone: 501-905-8000
Fax: 501-905-6299

With a copy to :
Director Telecom Policy
ALLTEL Communications, Inc.
One Allied Drive
Mailstop: 1269-B5F04-D
Little Rock, Arkansas 72202
Phone: 501-905-8000
Fax: 501-905-6299

CRST

Cheyenne River Sioux Tribe Telephone
Authority
100 Main Street
PO Box 810
Eagle Butte, SD 57625
Phone: 605-964-2600
Fax: 605-964-1000

With a copy to:
Corporate Counsel
Riter, Rogers, Wattier, Brown, & Northrup,
LLP
319 S Coteau
Pierre, SD 57501
Phone: 605-224-5825
Fax: 605-224-7102

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 express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

27. **Trouble Reporting.** In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

27.1. 24 Hour Network Management Contact:

CRST Contact Number: 605-964-2600

Alltel Contact Number: 330-650-7900

27.2. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

27.3. Each Party will provide to the other Party an escalation list for the repair center, ordering and provisioning center and the account management team.

28. **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29. **No Third Party Beneficiaries; Disclaimer of Agency.** 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.

30. **No License.** No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
31. **Technology Upgrades.** Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
32. **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by each Party.
33. **Dispute Resolution**

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.

- 33.1. **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 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.

- 33.2. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within one hundred twenty days (120) 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 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.
- 33.3. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations in accordance with this Agreement.
- 33.4. Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Alltel Communications, Inc.

Cheyenne River Sioux Tribe Telephone Authority

Gene Dejordy

Name

JD Williams

Name

Signature

Signature

Signature Date

Signature Date

Vice President

Position/Title

General Manager

Position/Title

ATTACHMENT A

RATES AND FACTORS

1. RECIPROCAL COMPENSATION RATE

CRST's Reciprocal Compensation Rate	\$0.022021
Alltel's Reciprocal Compensation Rate	TBD

2. TRAFFIC FACTOR

Land to Mobile Traffic Factor	30%
Mobile to Land Traffic Factor	70%

3. SHARED FACILITY

Shared Facility Factor – Mobile to Land	70%
Shared Facility Factor – Land to Mobile	30%

4. INTERMTA TRAFFIC

InterMTA Factor – Alltel to CRST	22.2 19.0%
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Interstate portion of the InterMTA factor	1.41 0%
Interstate InterMTA Traffic will be billed at CRST's current interstate tariff rates.	
Intrastate portion of the InterMTA factor	98.699 0%
Intrastate InterMTA Traffic will be billed at CRST's current intrastate tariff rates.	

ATTACHMENT B

INTERCONNECTION POINTS AND LOCAL CALLING DATA

Points of Technically Feasible Interconnection

Location Name	Address	Method
Eagle Butte	100 Main Street	Direct

CRST Central Office Points

Exchange Name	NPA/NXX(s)	CLLI	Hosts, Intermediate Offices, or Tandem(s)	Land to Mobile Local Calling Area by Rate Center
Dupree	605-365	DUPRSDXA365	EGBTSDXA964	All CRST Exchanges
Dupree	605-538	DUPRSDXB538	EGBTSDXA964	All CRST Exchanges
Eagle Butte	605-964	EGBTSDXA964	EGBTSDXA964	All CRST Exchanges
Isabel	605-466	ISBLSDXA466	EGBTSDXA964	All CRST Exchanges
LaPlant	605-733	LPLTSDXA733	EGBTSDXA964	All CRST Exchanges

EXHIBIT C

Alltel Communications, Inc.
3650 131st Avenue SE, Suite 600
Bellevue, Washington 98006
Phone: 425-586-8700
Fax: 425-586-8118



October 30, 2006

Mr. J. D. Williams
CRST Telephone
100 Main Street
Eagle Butte, South Dakota 57625

Subject: Notice of Termination – Reciprocal Interconnection, Transport and Termination Agreement

Dear Mr. Williams:

Pursuant to Section 14.2.1 of the Reciprocal Interconnection, Transport and Termination Agreement made between WWC License L.L.C., a wholly owned subsidiary of Alltel Communications, Inc., and CRST Telephone, notification is herewith provided of Alltel's termination of the agreement effective December 31, 2006.

Should you have any questions or concerns on this matter, I can be reached by phone at 425-586-8630, by facsimile at 425-586-8118, or via email at ron.williams@alltel.com.

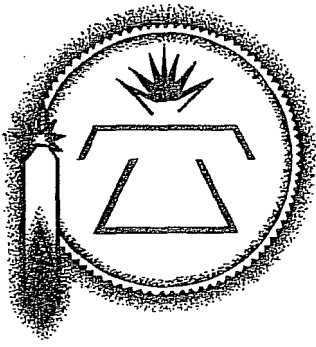
Sincerely,

A handwritten signature in black ink that reads 'Ron Williams'.

Ron Williams
Vice President – Interconnection and Compliance

cc: Talbot J. Wiczorek - Gunderson, Palmer, Goodsell & Nelson, LLP

EXHIBIT D



C.R.S.T Telephone Authority

August 17, 2007

Ron Williams
Director, Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE, Suite 400
Bellevue, WA 98006

Re: Cheyenne River Sioux Tribe Telephone Authority

Dear Mr. Williams:

Cheyenne River Sioux Tribe Authority (CRST) hereby requests that, pursuant to Section 252 of the Communications Act of 1934, as amended, 47 USC Section 252 and the FCC's rules, Alltel enter into negotiations with CRST to establish a new interconnection agreement for the transport and termination of telecommunications traffic between our companies.

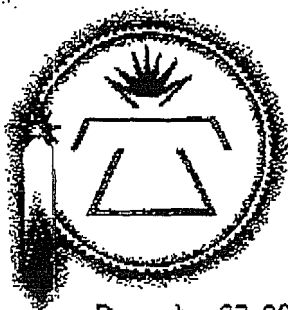
Darla Pollman Rogers of Riter, Rogers, Wattier, Brown & Northrup, LLP, will be representing CRST in this matter. Please send all further correspondence to her office at 319 S. Coteau, Pierre, SD 57501.

Sincerely,

J. D. Williams, General Manager

cc: Darla Pollman Rogers

EXHIBIT E



C.R.S.T Telephone Authority

December 27, 2007

Re: Request for Negotiation of New Interconnection Agreement Pursuant to Section 252 of the Communications Act of 1934

Ron Williams
Director, Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE, Suite 400
Bellevue, WA 98006

Dear Mr. Williams:

This letter memorializes our agreement regarding the date on which Alltel Communications, Inc. ("Alltel") received the Cheyenne River Sioux Tribe Telephone Authority's ("CRST") request for negotiations of an Interconnection Agreement pursuant to § 251(b) of the Communications Act of 1934, as amended (the "Act"). For purposes of the Act, Alltel and CRST agree that Alltel received CRST's request for negotiations on October 22, 2007. Based upon that date, the 135th day (the opening of the arbitration window) will fall on March 5, 2008, and the 160th day (closing of the arbitration window) will fall on March 30, 2008.

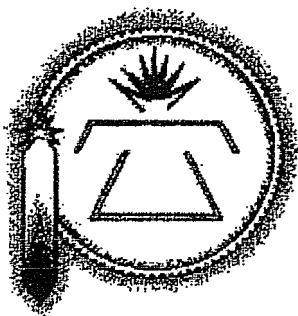
Please sign below and return to me at your earliest convenience. Should you have any questions, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

J.D. Williams, General Manager
Cheyenne River Sioux Tribe Telephone Authority

By:

Ron Williams
Alltel Communications, Inc.



C.R.S.T Telephone Authority

April 7, 2008

Ron Williams
Director, Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE, Suite 400
Bellevue, WA 98006

Re: Cheyenne River Sioux Tribe Telephone Authority

Dear Mr. Williams:

This letter is written to formalize the verbal agreement of the parties to extend the interconnection negotiation period. While I was unable to attend the conference call on March 25, 2008, Mona Thompson from our office was on the call and I understand she agreed to the extension on behalf of CRST.

Accordingly, both parties agree that pursuant to § 252(b)(1) of the Act, the arbitration period is extended to April 30, 2008. (i.e., closing of the arbitration window shall be April 30, 2008)

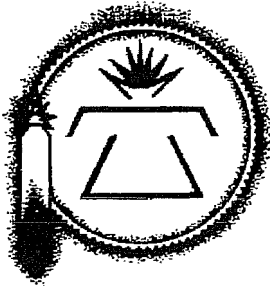
Sincerely,

J.D. Williams, General Manager
Cheyenne River Sioux Tribe Telephone Authority

Agreed to this 9th day of April, 2008:

By: _____

Ron Williams
Alltel Communications, Inc.



C.R.S.T Telephone Authority

April 25, 2008

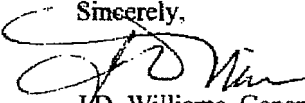
Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

Re: Cheyenne River Sioux Tribe Telephone Authority

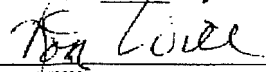
Dear Mr. Williams:

This letter is written to formalize the verbal agreement of the parties to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be May 30, 2008.

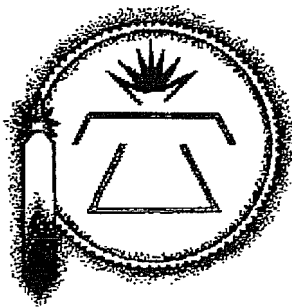
Sincerely,


J.D. Williams, General Manager
Cheyenne River Sioux Tribe Telephone Authority

Agreed on this 28th day of April, 2008:

By: 
Ron Williams
Alltel Communications, Inc.

100 Main Street * PO Box 810 * Eagle Butte, SD 57625
(605) 964-2600 Phone * (605) 964-1000 Fax



C.R.S.T Telephone Authority

May 27, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

Re: Cheyenne River Sioux Tribe Telephone Authority

Dear Mr. Williams:

In follow-up to our telephone conversation of the above date, this letter formalizes the agreement of the parties to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be June 30, 2008.

Sincerely,

J.D. Williams, General Manager
Cheyenne River Sioux Tribe Telephone Authority

Agreed to on this 27th day of May, 2008:

By: [Signature]
Ron Williams
Alltel Communications, Inc.

[Signature]



Robert C. Riter, Jr.
Darla Pollman Rogers
Jerry L. Warner
Margo D. Northrup

Associates:
Lindsay Riter-Rapp

Of Counsel:
Robert D. Hofer

June 24, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

JD Williams
CRST
100 Main Street
Eagle Butte, SD 57625

Re: Cheyenne River Sioux Tribe Telephone Authority

Dear Mr. Ron Williams and Mr. JD Williams:

In order to continue discussions concerning a recent settlement offer submitted by Alltel to CRST, and to allow CRST to study said offer and submit a counter offer if appropriate, the parties hereby agree to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be July 15, 2008.

Sincerely,

Handwritten signature of Darla Pollman Rogers.

Darla Pollman Rogers
Attorney at Law

Agreed to on this 25th day of June, 2008:

By: Handwritten signature of Ron Williams.
Ron Williams
Alltel Communications, Inc.

By: Handwritten signature of JD Williams.
JD Williams
CRST

Law Office
Riter, Rogers, Wattier, & Northrup, LLP
Phone: 605-224-5825 • Fax: 605-224-7102 • www.riterlaw.com
319 South Coreau Street • P.O. Box 280 • Pierre, South Dakota 57501-0280



Robert C. Riter, Jr.
Darla Pollman Rogers
Jerry L. Wattier
Margo D. Northrup

Associate:
Lindsay Riter-Rapp

Of Counsel:
Robert D. Hofer

July 11, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

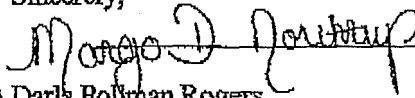
JD Williams
CRST
100 Main Street
Eagle Butte, SD 57625

Re: Cheyenne River Sioux Tribe Telephone Authority

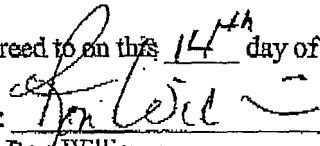
Dear Mr. Ron Williams and Mr. JD Williams:

In order to continue discussions concerning the settlement offer submitted by Alltel to CRST, and to allow CRST to submit a counter offer, the parties hereby agree to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be July 31, 2008.

Sincerely,


for Darla Pollman Rogers
Attorney at Law

Agreed to on this 14th day of July, 2008:

By: 
Ron Williams
Alltel Communications, Inc.

By: 
JD Williams
CRST

Law Office
Riter, Rogers, Wattier, & Northrup, LLP
Phone: 605-224-5825 • Fax: 605-224-7102 • www.riterlaw.com
319 South Coteau Street • P.O. Box 280 • Pierre, South Dakota 57501-0280



Robert C. Riter, Jr.
Darla Pollman Rogers
Jerry L. Wattier
Margo D. Northrup

Associate:
Lindsey Riter-Rapp

Of Counsel:
Robert D. Hofer

July 30, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

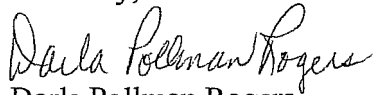
JD Williams
CRST
100 Main Street
Eagle Butte, SD 57625

Re: Cheyenne River Sioux Tribe Telephone Authority

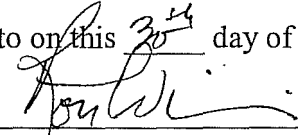
Dear Mr. Ron Williams and Mr. JD Williams:

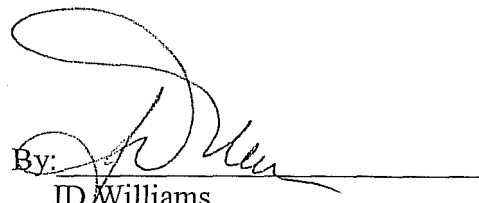
In order to continue discussions concerning the settlement counter offer submitted by CRST to Alltel, the parties hereby agree to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be August 29, 2008.

Sincerely,


Darla Pollman Rogers
Attorney at Law

Agreed to on this 30th day of July, 2008:

By: 
Ron Williams
Alltel Communications, Inc.

By: 
JD Williams
CRST

Law Office
Riter, Rogers, Wattier, & Northrup, LLP
Phone: 605-224-5825 • Fax: 605-224-7102 • www.riterlaw.com
319 South Coteau Street • P.O. Box 280 • Pierre, South Dakota 57501-0280



Robert C. Riter, Jr.
Darla Follman Rogers
Jerry L. Wartier
Margo D. Northrup

Associate
Lindsey Riter-Rapp

Of Counsel
Robert D. Hoftr

August 28, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006


JD Williams
CRST
100 Main Street
Eagle Butte, SD 57625

Re: Cheyenne River Sioux Tribe Telephone Authority

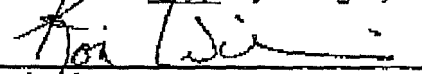
Dear Mr. Ron Williams and Mr. JD Williams:

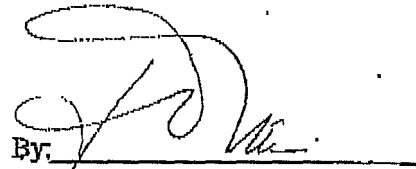
In order to continue discussions concerning the settlement counter offer submitted by Alltel to CRST, the parties hereby agree to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(b)(1) of the Act, closing of the arbitration window shall be September 30, 2008.

Sincerely,


for Darla Follman Rogers
Attorney at Law

Agreed to on this 28th day of August, 2008:

By: 
Ron Williams
Alltel Communications, Inc.


By: JD Williams
CRST

Law Office
Riter, Rogers, Wartier, & Northrup, LLP
Phone: 605-224-5825 • Fax: 605-224-7102 • www.riterlaw.com
319 South Coteau Street • P.O. Box 280 • Pierre, South Dakota 57501-0280



Robert C. Riter, Jr.
Darla Pollman Rogers
Jerry L. Wattier
Margo D. Northrup

Associate
Lindsay Riter-Rapp

Of Counsel:
Robert D. Hofer

September 29, 2008

Ron Williams
Director Intercarrier Relations
Alltel Communications, Inc.
3650 131st Avenue SE Suite 400
Bellevue WA 98006

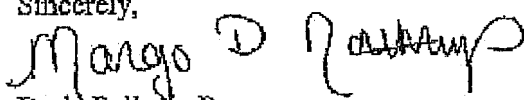
JD Williams
CRST
100 Main Street
Eagle Butte, SD 57625

Re: Cheyenne River Sioux Tribe Telephone Authority


Dear Mr. Ron Williams and Mr. JD Williams:

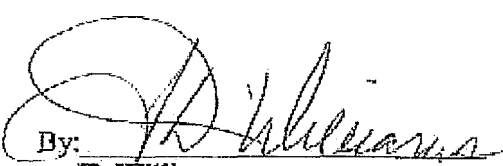
In order to continue discussions concerning the settlement counter offer submitted by Alltel to CRST, the parties hereby agree to extend the interconnection negotiation period. Both parties agree that pursuant to § 252(h)(1) of the Act, closing of the arbitration window shall be October 21, 2008.

Sincerely,


for Darla Pollman Rogers
Attorney at Law

Agreed to on this 29th day of September, 2008:

By: 
Ron Williams
Alltel Communications, Inc.

By: 
JD Williams
CRST

Law Office

Riter, Rogers, Wattier, & Northrup, LLP

Phone: 605-224-5825 • Fax: 605-224-7102 • www.riverlaw.com

319 South Coteau Street • P.O. Box 280 • Pierre, South Dakota 57501-0280

EXHIBIT F

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	
CHEYENNE RIVER SIOUX TRIBE)	
TELEPHONE AUTHORITY FOR)	Docket No. TC08-
ARBITRATION PURSUANT TO THE)	
TELECOMMUNICATIONS ACT OF 1996)	PROPOSED
TO RESOLVE ISSUES RELATING TO)	SCHEDULING ORDER
AN INTERCONNECTION AGREEMENT)	
WITH ALLTEL COMMUNICATIONS, LLC)	

COMES NOW Cheyenne River Sioux Tribe Telephone Authority, (CRST), by and through its undersigned counsel, pursuant to A.R.S.D. 20:10:32:29(9), and sets forth the following proposed schedule for the governance of the proceedings in the above-captioned matter.

PROPOSED PROCEDURAL SCHEDULE

1. On or before November 21, 2008, the first round of discovery requests shall be served by all parties and responses shall be due on or before December 12, 2008.
2. On or before December 26, 2008, the second round of discovery requests shall be served by all parties and responses shall be due on or before January 16, 2009.

Discovery requests and responses shall not be filed with the Commission unless necessary in connection with a motion to compel or if introduced as a hearing exhibit.

3. On or before February 6, 2009, all parties shall serve and file direct testimony, including exhibits.
4. On or before February 20, 2009, all parties shall serve and file rebuttal testimony, including exhibits.

5. No witness shall be allowed to testify at the hearing unless that witness has prefiled testimony pursuant to this procedural schedule with the exception of witnesses offering live testimony regarding issues first raised in rebuttal testimony. Such testimony shall not be duplicative of prefiled testimony. In the event that a party determines that it will present testimony in response to rebuttal testimony from one or more witnesses that have not prefiled testimony, the names and personal resumes of such witnesses, and a general description of the facts and testimony to be offered by such witnesses shall be provided to the other party and the Commission not later than February 25, 2009.

6. Exhibits offered through a Party's witness shall be attached to prefiled testimony. Any exhibit that may be used on cross-examination shall be disclosed to the other party on or before February 27, 2009, with a copy provided upon request.

Documents served or filed are served on the date they are received. All documents shall be served by e-mail, in .pdf format, and service by e-mail is effective when received pursuant to the South Dakota Administrative Rules.

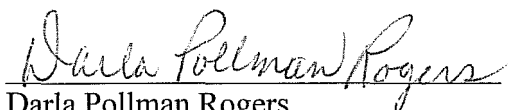
7. The hearing shall be held sometime in March of 2009 or as soon thereafter as the Commission shall be able to hear this matter, in the State Capitol Building, Pierre, South Dakota. The hearing will begin at _____ a.m. CDT on _____. Parties shall arrive prior to the commencement of the hearing to mark exhibits.

8. The parties shall simultaneously serve and file post hearing briefs 20 days following the hearing, along with proposed language for the disputed issues in the interconnection agreement. The parties shall simultaneously serve and file reply briefs 14 days following the receipt of the initial post hearing briefs.

9. The Commission shall issue its decision resolving the issues in the arbitration on or before April 20, 2009. The decision shall establish a procedure and schedule for filing a confirmed arbitrated agreement for consideration by the Commission. The Commission's resolution of the issues presented in the arbitration shall not be according to "final offer" or "baseball" arbitration in which the Commission must accept the final offer of one or the other party, but rather shall be according to "traditional" arbitration in which the Commission may resolve issues presented as it determines to be proper consistent with the facts presented and applicable legal requirements.

Dated this 21st day of October, 2008.

RITER, ROGERS, WATTIER
& NORTHRUP, LLP


Darla Pollman Rogers
Margo D. Northrup
319 South Coteau Street
P.O. Box 280
Pierre, SD 57501
Telephone: (605) 224-5825
Facsimile: (605) 224-7102