



319 South Coteau Street  
P.O. Box 280  
Pierre, SD 57501

Phone: 605-224-5825  
Fax: 605-224-7102  
www.riterlaw.com

February 11, 2010

Patricia Van Gerpen  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501


Re: In the Matter of the Filing for Approval of an Interconnection Agreement between  
Golden West Telecommunications Cooperative, Inc. and Native American Telecom,  
Inc.

Dear Ms. Van Gerpen,

Attached for filing please find the Agreement for Interconnection and Ancillary Services  
between Native American Telecom LLC and Golden West Telecommunications Cooperative.

Very truly,

RITER, ROGERS, WATTIER &  
NORTHRUP, LLP

By:   
Margo D. Northrup

MDN/dk

Cc: Denny Law  
Gene DeJordy

Robert C. Riter, Jr.  
Margo D. Northrup

Jerry L. Wattier  
Lindsey Riter-Rapp

Darla Pollman Rogers  
Robert D. Hofer, Of Counsel

**AGREEMENT FOR INTERCONNECTION AND ANCILLARY SERVICES**

**BETWEEN**

**NATIVE AMERICAN TELECOM – Pine Ridge, L.L.C.**

**AND**

**GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE**

# TABLE OF CONTENTS

## INTRODUCTION

Section 1.0 – RECITALS.....	3
Section 2.0 – DEFINITIONS.....	3
Section 3.0 – INTERPRETATION AND CONSTRUCTION.....	6
Section 4.0 – SCOPE.....	6
Section 5.0 – IMPLEMENTATION SCHEDULE.....	7
Section 6.0 – TERMS AND CONDITIONS.....	7
6.1 General Provisions.....	7
6.2 Term of Agreement.....	7
6.3 Proof of Authorization.....	8
6.4 Payment.....	8
6.5 Taxes.....	9
6.6 Force Majeure.....	9
6.7 Limitation of Liability.....	10
6.8 DISCLAIMER.....	10
6.9 Indemnification.....	10
6.10 Publicity and Use of Trademarks or Service Marks.....	11
6.11 Joint Work Product.....	11
6.12 Assignment.....	11
6.13 Non-Waiver.....	11
6.14 No Third Party Beneficiaries: Disclaimer of Agency.....	11
6.15 No License.....	12
6.16 Technology Upgrades.....	12
6.17 Severability.....	12
6.18 Confidentiality.....	12
6.19 Survival.....	13
6.20 Dispute Resolution.....	13
6.21 Governing Law.....	14
6.22 Notices.....	14
6.23 Independent Contractors.....	15
6.24 Entire Agreement.....	15
6.25 Compliance.....	15
Section 7.0 – INTERCONNECTION.....	15
7.1 Interconnection Trunking Arrangements.....	15
7.2 Testing and Trouble Responsibilities.....	16
7.3 Interconnection Forecasting.....	17
7.4 Exchange of Local Traffic.....	17
7.5 Reciprocal Compensation.....	18
Section 8.0 - SIGNALING.....	19
Section 9.0 – TRANSFER OF SERVICE.....	19
Section 10.0 – 911/E911 SERVICE.....	20
Section 11.0 – WHITE PAGE DIRECTORY LISTING.....	21
Section 12.0 – DIRECTORY ASSISTANCE.....	21
Section 13.0 – TOLL AND OPERATOR ASSISTANCE.....	21
Section 14.0 – TROUBLE REPORTING.....	21
Section 15.0 – AUDIT PROCESS.....	22
Section 16.0 – TERMINATION.....	22

## INTRODUCTION

This Agreement for Local Interconnection ("Agreement") made this \_\_\_\_\_ day of November, 2009, is by and between Native American Telecom – Pine Ridge, L.L.C. ("Native Telecom -- Pine Ridge – Pine Ridge") and Golden West Telecommunications Cooperative ("Golden West"). Golden West and Native Telecom -- Pine Ridge may also be referred to herein singularly as a "Party" or collectively as "the Parties."

### Section 1.0 – RECITALS

WHEREAS, Golden West is an incumbent Local Exchange Carrier providing Telephone Exchange Service and Exchange Access in the State of South Dakota;

WHEREAS, Native Telecom -- Pine Ridge is a Competitive Local Exchange Carrier providing Telephone Exchange Service and Exchange Access in the State of South Dakota;

WHEREAS, Golden West and Native Telecom -- Pine Ridge exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, Golden West certifies that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, Native Telecom -- Pine Ridge confirms to Golden West that its request for interconnection with Golden West was only intended to address the interconnection obligations under Section 251(b) of the Act and the procedures for negotiation, arbitration and approval of agreements under Section 252 of the Act;

WHEREAS, Sections 251 and 252 of the Act have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements.

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, Golden West and Native Telecom -- Pine Ridge hereby agree as follows:

### Section 2.0 - DEFINITIONS

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

2.2 "Access Services" refers to the interstate and intrastate switched access and

private line transport services offered for the origination and/or termination of interexchange traffic.

2.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996.

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

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

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

2.5.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service EAS/Local Traffic.

2.6 "Commission" means the South Dakota Public Utilities Commission.

2.7 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

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

2.9 "Exchange Service" or "Local Traffic" means traffic that is originated and terminated within the Pine Ridge rate center.

2.10 "Interconnection" for purposes of this Agreement is the linking of Golden West and Native Telecom -- Pine Ridge networks for the exchange of Local Traffic described in this Agreement.

2.11 "Interexchange Carrier" (IXC) means a Telecommunications Carrier that provides Telephone Toll Service, as defined by the Act.

2.12 "Local Exchange Carrier" (LEC) is as defined by the Act.

2.13 "Local Interconnection Service" (LIS) describes a service or trunk group used to transmit Local Traffic between the Golden West network and Native Telecom -- Pine Ridge's Network.

2.14 "Local Number Portability" (LNP) is as defined 47 U.S.C. § 153 (30).

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

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

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

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

2.19 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs.

2.20 "Proof of Authorization" ("POA") is the verification of the end user's selection and authorization adequate to document the end user's decision to change local service providers.

2.21 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

2.22 "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 2.12 above, that originates on the network facilities of the other carrier.

2.23 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular end-user premises.

2.24 "Service Date" or "SD" means the date service is made available to the end-user.

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

2.26 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users.

2.27 "Tariff" as used throughout this Agreement refers to the Parties' interstate Tariffs

and intrastate Tariffs, price lists, price schedules and catalogs.

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

2.29 "Telephone Toll Service" has the meaning given in the Act.

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

2.31 "Termination" means the switching of Local Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

2.32 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

2.33 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.34 "Voice over Internet Protocol Traffic" or "VoIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

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

### **Section 3.0 – INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms 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).

### **Section 4.0 – SCOPE**

4.1 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.

4.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CLEC network of Native Telecom -- Pine Ridge and the

LEC network of Golden West for purposes of exchanging Local Traffic.

4.3 On or about September 9, 2008, Native Telecom – Pine Ridge applied for a certificate of authority from the South Dakota Public Utilities Commission, then subsequently withdrew its application. Because Native Telecom – Pine Ridge withdrew its application, Golden West contends that Native Telecom does not have the required authority to provide local exchange service in South Dakota. By entering into this Agreement, Golden West is not waiving its position on this issue. Native Telecom – Pine Ridge contends that, as a tribally-owned telecommunications company providing service exclusively on the Pine Ridge reservation, it is the Oglala Sioux Tribal Utility Commission that has jurisdiction over the provision of telecommunications service on the Pine Ridge reservation and accordingly exercised this jurisdiction by adopting an order on May 29, 2009, approving Native Telecom – Pine Ridge's provision of local telephone and other telecommunications services on the Pine Ridge reservation.

4.4 Native Telecom -- Pine Ridge's NPA/NXXs are listed in Telecordia's Local Exchange Routing Guide ("LERG"), and this Agreement shall apply to all Operating Company Numbers ("OCN") assigned to Native Telecom – Pine Ridge.

4.5 This Agreement is not intended to establish rates and/or terms and conditions applicable to the exchange of Commercial Mobile Radio Service telecommunications traffic. If any such traffic is to be delivered by Native Telecom – Pine Ridge to Golden West for termination, or delivered by Golden West to Native Telecom – Pine Ridge for termination, a separate agreement shall be established between the parties addressing such traffic.

## **Section 5.0 - IMPLEMENTATION SCHEDULE**

5.1 Except as otherwise required by law, the Parties will not provide or establish Interconnection and/or ancillary services in accordance with the terms and conditions of this Agreement prior to its execution and approval by the South Dakota Public Utilities Commission. Thereupon, the Parties shall establish an interconnection implementation schedule as it applies to obtaining Interconnection and ancillary services hereunder. The Parties agree that interim arrangements for interconnection and compensation may be established upon execution of this Agreement; provided, however, that such interim arrangements shall be the same services, terms and conditions as provided for in this Agreement and remain in effect until a final action by the South Dakota Public Utilities Commission regarding this Agreement. Until the South Dakota Public Utilities Commission issues a final decision regarding this Agreement, Native Telecom – Pine Ridge agrees to indemnify Golden West regarding the provision of any interim arrangements by Golden West.

5.2 Prior to placing any orders for services under this Agreement, each Party will provide to the other any information necessary to process a request for service.

## **Section 6.0 - TERMS AND CONDITIONS**

### **6.1 General Provisions**

6.1.1 The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The



Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

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

6.1.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

6.1.4 911/E911. Each Party shall be responsible for its own independent connections to the 911/E911 network.

## **6.2 Term of Agreement**

The initial term will be for 2 years from the Effective Date. Thereafter, this Agreement will be renewed for successive one-year terms on the anniversary of the Effective Date unless the Parties forward a written request to terminate to the other Party not less than 90 days prior to the expiration date or it may terminate within 90 days of written mutual agreement. Upon termination or expiration of this agreement, each party shall continue to pay all amounts owed under this Agreement until a new Agreement has been signed by the Parties.

## **6.3 Proof of Authorization**

6.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained by the end user's written Letter of Authorization.

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

## **6.4 Payment**

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

6.4.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Dakota's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the South Dakota Public Utilities Commission or through the state courts if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

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

Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

6.4.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations as set forth in Section 6.4.2 above;
- (b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

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.

## **6.5 Taxes**

6.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, county or municipal sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Golden West asserts that it shall not be subject

to any tax imposed by any tribal authority. Native Telecom – Pine Ridge shall not pass through or collect any tax on Golden West imposed by any tribal authority. Whenever possible, legitimate taxes, fees or surcharges shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxation, the purchasing Party shall furnish the providing Party a proper exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said exemption certificate. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

## **6.6 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. 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.

## **6.7 Limitation of Liability**

6.7.1 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.

6.7.2 Except as otherwise provided in Section 6.9 (Indemnification) 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.

6.7.3 Except as otherwise provided in Section 6.9, no Party has 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.

## **6.8 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.

#### **6.9 Indemnification**

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

#### **6.10 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.

#### **6.11 Joint Work Product**

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

#### **6.12 Assignment**

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agrees to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld. 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.

#### **6.13 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.

#### **6.14 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.

#### **6.15 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.

#### **6.16 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 update 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.

#### **6.17 Severability**

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

#### **6.18 Confidentiality**

6.18.1 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: (1) 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 federal or state governmental authority or by federal or state applicable law, upon advice of counsel, only in accordance with Section 16.18.2 of this Agreement.

6.18.2 If any Receiving Party is required by any federal or state governmental authority or by federal or state 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.

6.18.3 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.

## **6.19 Survival**

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

## **6.20 Dispute Resolution**

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

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

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

6.20.4 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.

## **6.21 Governing Law**

6.21.1 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.

6.21.2 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, county, or municipal authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

6.21.3 The Parties agree that this Agreement does not create a consensual relationship that would subject Golden West or Golden West's provisioning of any service under this Agreement to the jurisdiction of any tribal authority that may be the parent of, affiliate of, or that may have or develop any other business or tribal relationship with Native Telecom – Pine Ridge.

6.21.4 The Parties agree that approval of this Agreement is subject to the South Dakota Public Utilities Commission's jurisdiction and that any disputes concerning the

interpretation of the provisions of this Agreement or any disputes associated with this Agreement and the provision of services pursuant to this Agreement are subject to the jurisdiction of the South Dakota Public Utilities Commission. The Parties agree that this Agreement, the provision of service pursuant to this Agreement, and disputes associated with this Agreement do not subject Golden West to the jurisdiction of any Tribal Authority.

**6.22 Notices**

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

<b>Native AmericanTelecom LLC</b>	<b>Golden West Telecommunications</b>
Tom Reimann Native American Telecom LLC 6710 E. Split Rock Circle Sioux Falls, SD 57110 Phone Number: 650-370-8052 Fax Number: 501-868-8836	Golden West Telecommunications Attn: Denny Law PO Box 411 415 Crown Street Wall, SD 57790-0411 Phone Number: 605-279-2161 Fax Number: 605-279-2727
With a copy to: Gene DeJordy 16801 Valley Falls Drive Little Rock, AR 72223 Phone Number: 501-804-7797 Fax Number: 501-868-8836	With a copy to: Darla Pollman Rogers RiterRogers Law Office 319 S. Coteau Street Pierre, SD 57501 Phone Number: 605-224-7889

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.

**6.23 Independent Contractors**

Neither this Agreement, nor any actions taken by Native Telecom -- Pine Ridge or Golden West in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Native Telecom -- Pine Ridge and Golden West, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Native Telecom -- Pine Ridge or Golden West in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Native Telecom -- Pine Ridge and Golden West end users or others.

**6.24 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 by a writing signed by an officer of each Party.

## **6.25 Compliance**

Each Party shall comply with all applicable federal, state, county, and municipal laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, the Parties agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder. This Agreement shall, pursuant to 47 U.S.C. § 252(e), be filed with the South Dakota Public Utilities Commission for approval.

## **Section 7.0 - INTERCONNECTION**

### **7.1 Interconnection Trunking Arrangements**

7.1.1 The Parties will interconnect their networks as specified in the terms and conditions contained in Attachment 1, attached hereto and incorporated by reference. The Parties shall establish a POI in the Pine Ridge rate center.

7.1.2 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Golden West be required to modify its network to accommodate the interconnection request made by Native Telecom -- Pine Ridge, Native Telecom -- Pine Ridge agrees to pay Golden West reasonable charges for such modifications.

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

7.1.4 Interconnection will be provided via two-way trunks. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered by Native Telecom -- Pine Ridge using industry standard ASR/LSR.

7.1.5 Interconnection is applicable only to Golden West's serving areas. Golden West will not be responsible for interconnections or contracts relating to any Native Telecom -- Pine Ridge's interconnection with any other Carrier or locations outside of Golden West's service area.

## **7.2 Testing and Trouble Responsibilities**

Native Telecom -- Pine Ridge and Golden West agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

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

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

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

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

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

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

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

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

## **7.3. Interconnection Forecasting**

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

7.3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

7.3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order

to resize the trunk group, which will be left with no less than 25 percent excess capacity. The Grade of Service for all Facilities between Golden West's Central Office and Native Telecom -- Pine Ridge's will be engineered to achieve P.01 Grade of Service.

7.3.4 All requests by Native Telecom -- Pine Ridge to Golden West to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

## **7.4 Exchange of Local Traffic**

7.4.1 This Section addresses the exchange of Local Traffic between one Party's network and the other Party's network. Neither Party will interconnect or deliver local traffic to the other from third parties. Neither Company shall deliver traffic from its subscribers outside the local calling area as specified above, either by means of central office translations or by call forwarding. Neither Company will deliver traffic on the trunks provided for in this agreement, which would otherwise be subject to access charges or other compensation. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange local traffic between their respective networks without the use of third party transit providers.

7.4.2 Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges (such as, but not limited to, through the unlawful resale or bridging of Local Traffic) by any other entity including, but not limited to, third party carriers, aggregators, resellers, and the FCC-defined unlawful resale or bridging of Local Traffic. Each Party also agrees to take all reasonable steps to terminate any service to one of its users that permits that user to unlawfully avoid the application of access charges by the other Party. Telecommunications traffic to or from users that originate or terminate in areas other than Golden West's Certificated Area are subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call. If as a result of Native Telecom -- Pine Ridge's provision of service (including but not limited to access demand stimulation activities) and if as a result of this provisioning either Native Telecom -- Pine Ridge or Golden West becomes subject to any third party damage claims, Native Telecom -- Pine Ridge agrees to indemnify and hold Golden West harmless with respect to any such claims.

7.4.3 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VoIP Traffic calls, the Parties agree to apply the following terms and conditions: VoIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VoIP, circuit-switched Traffic. VoIP Traffic shall be subject to the same compensation terms and conditions as applies to circuit switched calls. Consequently, VoIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VoIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating switched access charges.

7.4.4 To ensure proper implementation of this Agreement, the Party whose network the call is originated from shall provide the Automatic Number Identification ("ANI") or Calling

Party Number ("CPN") (or similar industry standard traffic elements) for all traffic (the "Traffic Identifiers") in order that the terminating Party can properly identify the telephone number associated with the End User placing the call. Where the Traffic Identifiers are not provided, the terminating Party shall assess, and the originating Party shall pay, access charges pursuant to the terminating Party's applicable tariff or like mechanism.

7.4.5 On all traffic exchanged pursuant to this Agreement, each Party shall transmit the correct ANI, CPN, or other SS7 parameters associated with the originating End User and neither Party shall intentionally substitute nor implement any arrangement within its switch(s) that generates an incorrect ANI, CPN, or other SS7 parameters than those associated with the originating End User. Where a Party becomes aware of an arrangement (or through reasonable diligence should have become aware of such an arrangement) being used by one of its End Users that generates an incorrect ANI, CPN, or other SS7 parameters than those associated with the originating End User, that Party shall inform the other Party of the arrangement and shall take all necessary steps (including, but not limited to, regulatory or judicial action) required to terminate the use of such arrangement. Upon determination that a Party has transmitted an incorrect ANI, CPN, or other SS7 parameter or intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement or did not disclose the existence of such an arrangement associated with one of its End Users, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.

7.4.6 Traffic having special billing or trunking requirements will not be provided in this agreement. Such traffic may include, but is not limited to: Directory Assistance; 911/E911; Operator busy line interrupt and verify.

## **7.5 Reciprocal Compensation**

Each Party shall charge for the exchange of Local Traffic at the symmetrical compensation rate of \$0.009 per minute. The Parties agree that the decision of the United States Court of Appeals for the District of Columbia Circuit, No. 04-1368, Core Communications, Inc v. Level 3 Communications, LLC, ET. AL. shall apply. If the Parties determine the amount of Local Traffic exchanged between them is roughly balanced (55% to 45%) or de minimis (less than 5,000 minutes per month), neither Party will bill the other for the termination of Local Traffic.

## **Section 8.0 SIGNALING**

Common Channel Interoffice Signaling (CCIS) shall be used by the Parties via SS7 to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply, at a minimum, Automatic Number Identification ("ANI") and Calling Party Number ("CPN") within the SS7 signaling message as described in Section 7.4.4.

## **Section 9.0 TRANSFER OF SERVICE**

9.1 The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. The Party requesting customer transfer will provide the other Party a LSR five business days prior to the transfer due date. Each party will provide appropriate contact information for the purpose of exchanging requests for disconnect, service announcement initiation, and interim number portability, where technically feasible, activity between the Parties.

9.2 There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities, between normal hours of operation, 8am – 5 pm, Monday through Friday. Golden West may charge Native Telecom -- Pine Ridge for coordinated transfer of service activities scheduled outside of the specified hours at the tariffed labor rates.

9.3 Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other party upon request.

9.4 In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party from which the end user is transferring will honor requests for disconnect from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate the disconnect with the other Party to coincide with the service transfer request date.

9.5 In the case where an end user changes service from one Party to the other Party and the end user retains its original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability, where technically feasible, from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, new network number porting information, and date service should be transferred using the industry standard LSR format. The Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows. Should local number portability not be available, interim number portability or remote call forwarding will apply.

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

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

## **Section 10.0 911/E911 SERVICE**

10.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

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

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

10.4 Each Party will be responsible for its own arrangements for 911/E911 service.

10.5 Each Party will be responsible for compliance with all 911/E911 service regulations as required by state and Federal rules.

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

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

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

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

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

10.11 Each Party is responsible for its own E911 Database.

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

10.13 Each Party is responsible for its own interconnection to the 911/E911 system.

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

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

### **Section 11.0 WHITE PAGE DIRECTORY LISTINGS**

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

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

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

### **Section 12.0 DIRECTORY ASSISTANCE**

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

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

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

### **Section 13.0 TOLL AND OPERATOR ASSISTANCE**

13.1 Toll and operator assistance services are a family of offerings that assist end users in completing local and intraLATA long distance calls.

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

### **Section 14.0 TROUBLE REPORTING**

14.1 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.

## **24-Hour Network Management Contact:**

For Golden West:

NOC/Repair Contact Number: 866-208-9720

For Native Telecom -- Pine Ridge:

NOC/Repair Contact Number:

Facsimile Number:

14.2 Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. 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.

## **Section 15.0 AUDIT PROCESS**

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

## **Section 16.0 TERMINATION**

16.1 Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such thirty (30) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

16.2 For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption following the date of termination or until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act; or c)




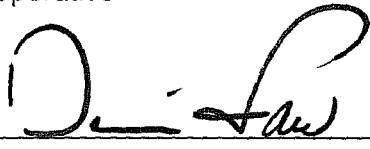
under any agreement available according to the provisions of Section 252(i) of the Act; however, in no case will those arrangements continue for more than 12 months following the date of termination.

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

Native American Telecom – Pine Ridge, LLC

Golden West Telecommunications  
Cooperative

By:   
Name: Gene DeJordy  
Title: CEO  
Date: JAN. 4, 2010

By:   
Name: Denny Law  
Title: General Manager/CEO  
Date: November 2, 2009

**Attachment 1**

**INTERCONNECTION TRUNKING ARRANGEMENTS  
AND  
SPECIFIED POINTS OF INTERCONNECTION**

GOLDEN WEST SWITCH  
LOCATION  
(CLLI Code)

(Rate Center)

PNRGSDXADS1

Pine Ridge, SD