

APPROVED
Rm
Law Group
Date 3/15/04

INTERCONNECTION AGREEMENT

between

MIDCONTINENT COMMUNICATIONS COMPANY

and

PRAIRIEWAVE TELECOMMUNICATIONS, INC.,

AND

PRAIRIEWAVE COMMUNITY TELEPHONE, INC.

for

SOUTH DAKOTA

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 2 day of April, 2004, is between PrairieWave Telecommunications, Inc. (CLEC) and PrairieWave Community Telephone, Inc. (ILEC) (collectively "PrairieWave") and Midcontinent Communications ~~Company~~^{SEJ} ("Midcontinent").

I. RECITALS

Pursuant to this Interconnection Agreement ("Agreement"), PrairieWave and Midcontinent (collectively, "the Parties") will extend certain facility arrangements to one another within the DKI service areas. This Agreement includes terms, conditions, and prices for resale and facilities-based network interconnection.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between Midcontinent and PrairieWave in the DKI service areas. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be reasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Act" means the Communications Act of 1934 (47 U.S.C. § 151, et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted judicially and in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- C. "Commission" means the South Dakota Public Utilities Commission.
- D. "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. The CCS used by the Parties shall be Signaling System 7.

- E. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.
- F. "LIS" is defined as local interconnection services.
- G. "Local Traffic" means traffic that is originated by an end user of one Party in an exchange and terminates to an end user of the other Party in the same exchange.
- H. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico 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.
- I. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- J. "Party" means either Midcontinent or PrairieWave and "Parties" means Midcontinent and PrairieWave.
- K. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between Midcontinent and PrairieWave takes place.
- L. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act).
- M. "Transit Traffic" is traffic that, for purposes of this Agreement only, neither originates nor terminates with the party providing the transit service. Transit traffic does not include switched access traffic, which shall be provided pursuant to each party's access tariffs.
- N. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between PrairieWave end users and Midcontinent end users.

B. Types of Traffic

1. The types of traffic to be exchanged under this Agreement are limited to DK1 traffic as described above.
2. The traffic not covered by the interexchange provisions of this Agreement includes all other traffic, including InterLATA toll traffic, EAS traffic, Transit Traffic, and certain ancillary traffic such as:
 - a. Directory Assistance (unless under separate agreement)
 - b. Operator call termination (unless under separate agreement)
 - c. 800/888 database dip
 - d. LIDB
 - e. Information services requiring special billing (unless under separate agreement)
 - f. Wireless traffic terminating on either Party's network from a Commercial Mobile Radio Service provider.

Certain other EAS traffic not covered by this Agreement is being exchanged by the Parties. This Agreement is not intended to alter or change those arrangements.

C. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order the number of two-way LIS trunks to be interconnected at the POI.
2. A joint planning meeting will precede PrairieWave and Midcontinent trunking orders.
3. Due dates for installation of facilities will be determined on an individual case basis.
4. The provisions of Section V.B. will apply.

V. INTERCONNECTION**A. Definition**

"Interconnection" is the linking of the Midcontinent and PrairieWave networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic.

B. Physical Point of Interface (POI)

Each Party is responsible for providing its own facilities, including the cost of those facilities, up to the actual physical POI. The Parties will negotiate the facilities arrangement between their networks and the physical POI.

C. Interconnection Forecasting

1. The Parties agree to meet within thirty (30) days of the approval of the Agreement by the Commission (if submitted) and discuss the use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
2. Each Party shall provide the name of the person to contact for planning, forecasting and trunk servicing purposes.

D. Service Interruptions

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: 1) 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; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
2. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service. Each Party shall provide a method for receiving trouble reports on a 24-hour basis. A mechanized recording process that is reviewed during normal business hours shall satisfy this requirement.
3. Each Party shall furnish a trouble reporting telephone number.
4. Before either Party reports a trouble condition, they shall use their best efforts to be sure that the trouble is not caused by its own facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.

b. The Parties shall cooperate in isolating trouble conditions.

VI. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

VII. NOTICE OF CHANGES

If a Party makes a change in its network that it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

VIII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.
2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective on the latter of Commission approval pursuant to Sections 251 and 252 of the Act or 5-1-04. This Agreement shall remain effective ~~for a period of three years~~, expiring

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on 6/1/06. After that date, the Agreement shall automatically renew for one-year terms unless written notice terminating the Agreement is provided no later than six months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Billing and Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
2. Invoices shall be sent 60 in arrears.
2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either: i) 0.049 percent per day for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 18% or ii) the highest lawful rate, whichever is less.
3. Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. As a limited exception to this requirement, a dispute concerning any of the first three invoices may be made within ninety (90) days. The disputing Party shall pay all amounts due. Both PrairieWave and Midcontinent agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in PrairieWave's favor, Midcontinent will reimburse PrairieWave the resolved amount plus interest at the above-specified rate. Should the dispute be found in Midcontinent's favor, PrairieWave will reimburse Midcontinent the resolved amount plus interest from the date of payment at the above-specified rate.

D. Disconnection

Should either Party fail to make payment within ninety (90) days of receipt of a billing, the other Party may disconnect the interconnection facilities after providing ten (10) days written notice. Disconnection of service shall not occur without providing customer notice, and Midcontinent and PrairieWave shall cooperate in providing the notice.

E. Taxes

Each Party securing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such securing Party (or the providing Party when such providing Party is permitted to pass along to the securing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

F. 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, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

H. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. 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 provided that each 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.

J. Severability

In the event that any one or more of the provisions contained herein shall for any reason be determined to be unenforceable or in conflict with state or federal law in any respect, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

K. Nondisclosure

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data (i) furnished by one Party to the other Party shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information.

L. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, including the provisions of Section VI, (H), shall survive the termination or expiration of this Agreement.

M. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Sioux Falls, South Dakota. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

N. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable South Dakota law.

O. 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 and, in the event of any ambiguities, no inferences shall be drawn against either Party.

P. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall

defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

Q. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Midcontinent Communications Company
Regulatory Affairs
5001 West 41st Street
Sioux Falls, SD 57106

PrairieWave Telecommunications, Inc.
PrairieWave Community Telephone, Inc.
Legal Department
5100 S Broadband Lane
Sioux Falls, SD 57108

Each Party shall inform the other of any changes in the above addresses.

R. Responsibility of Each Party

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 all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees,

agents and contractors during the performance of that Party's obligations hereunder.

S. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

T. Referenced Documents

All references to Sections and Appendixes shall be deemed to be references to Sections of, and Appendixes to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, PrairieWave practice, Midcontinent practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, PrairieWave practice, Midcontinent practice, or publication of industry standards (unless PrairieWave elects otherwise). Should there be any inconsistency between or among publications or standards, PrairieWave shall elect which requirement shall apply.

U. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or Marks without the prior written approval of the other Party.

V. Amendment

PrairieWave and Midcontinent may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement which are needed to provide resold services, Points of Interface and reciprocal compensation.

W. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

X. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Y. Cancellation Charges

Except as provided pursuant to Section VI (H), or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply. If PrairieWave ceases to use the facilities installed by Midcontinent used to interconnect with PrairieWave prior to the expiration of 36 months from the effective date of this Agreement, it shall reimburse Midcontinent its full cost for the interconnection facilities.

Z. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

AA. Compliance

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

BB. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

CC. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

PrairieWave Telecommunications, Inc.
PrairieWave Community Telephone, Inc.

By Brent Nordmark

Its VP & COO

3-16-04

Date

Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

By [Signature]

Its CFO

4/2/04

Date

Appendix A
Rates and Charges

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

Call Forwarding	Nonrecurring \$5 per customer Recurring \$3.50 for each 20 numbers
Local Referral Announcement	Nonrecurring \$5 per customer Recurring \$3.50 for each 20 numbers
Host Switching (on net only)	Recurring of \$0.015/minute of use from (605)XXX-XXXX To (605) XXX-XXXX Recurring of \$0.02/minute of use from (605) XXX-XXXX To (507) XXX-XXXX and vice versa.
ISP-Bound Traffic	Recurring of \$0.0007/minute of use