

INTERCONNECTION ATTACHMENT

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service to the End User Customer.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not Local/ EAS will be considered toll traffic and subject to access tariffs.

2. Responsibility for Traffic

- 2.1 CLEC is responsible for all traffic that CLEC delivers to ILEC including but not limited to voice traffic, IP-Enabled Traffic, wireless traffic and toll traffic. CLEC shall not provision any of its services in a manner that permits the circumvention of applicable switched access charges by it or any third party. CLEC agrees to be responsible for and pay its portion of the Interconnection Facilities and any Access Charges associated with all toll traffic that CLEC terminates to ILEC. CLEC is the sole responsible Party with respect to all traffic terminated by CLEC to its End User Customers.
- 2.2 Traffic originating from a device other than at the End User's fixed service location at the End User's principal service address located in ILEC's Bowdle, Roslyn, Selby, Java or Roscoe exchange ("Nomadic Traffic") is prohibited under this Agreement. All Nomadic Traffic delivered by a Party shall be subject to access charges pursuant to ILEC's tariffed switched access rates.
- 2.3 CLEC provides Telecommunications Services under this Agreement to End User Customers.
- 2.4 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.
- 2.5 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned

("Misclassified Traffic") is prohibited under this Agreement. Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic").

- 2.6 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate switched access rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.8, herein below, shall apply with respect to the delivery of such traffic.
- 2.7 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
 - 2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;
 - 2.7.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with 2.7.4.
 - 2.7.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
 - 2.7.4 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than five percent (5%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to section 2.7.4 of this Attachment and section 13 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.
- 2.8 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.

2.9 In addition to the audit provisions of Section 9.6 of the General Terms and Conditions, or in the event of a dispute with regard to Misclassified Traffic, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a consecutive six-month period.

3. Physical Connection

3.1 The Parties agree to physically connect their respective networks, at POI(s) so as to furnish Local/EAS Traffic between CLEC and ILEC End User Customers only in the Exchange Areas stated in Exhibit 1, attached hereto and incorporated herein for all purposes. The exchange of traffic to other ILEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties to this Agreement, at the POIs located at the LEC's switches in Tolstoy and Britton, South Dakota, CLLI codes TLSTSDXADS1 and BRTNSDXADS0, respectively.

3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

3.3 ILEC and CLEC may utilize new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.

3.4 Physical Interconnection

3.4.1 ILEC deploys in its network end office switches.

3.4.2 Trunk Types

3.4.2.1 Local Interconnection Trunks

3.4.2.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

3.4.2.1.2 If the Parties' originating Local/EAS Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

3.4.2.2 Direct End Office Trunks

3.4.2.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the exchanges listed in Exhibit 1 of this Attachment.

3.4.2.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between CLEC's switch and a ILEC End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local/EAS Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from CLEC to ILEC must be redirected to route first to the Direct EO Trunk.

3.4.2.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office.

3.4.2.3 Toll Trunks

3.4.2.3.1 Toll traffic shall not be routed on the Local Interconnection Trunks.

3.4.2.4 Other Trunk Types: 911 Trunks

3.4.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

3.4.3 RESERVED

3.5 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to Section 6.7 in the Ordering Attachment.

3.6 If CLEC's request requires ILEC to build new facilities (e.g., install new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis.

No Party will construct facilities that require the other Party to build unnecessary facilities.

3.7 Interface Types:

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

3.8 Programming:

3.8.1 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA-NXX codes properly assigned under wireline guidelines and rules to the exchanges listed in Exhibit 1 shall be part of this Agreement.

3.9 Equipment Additions:

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

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, CLEC may lease facilities from ILEC in its study area, where available, or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS Traffic at the rates contained in the Pricing Attachment of this Agreement.

4.1.4 CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. If the third-party is CenturyLink, CLEC must order the facilities from CenturyLink as a meet-point facility. In no case shall ILEC be responsible for payment to the third party carrier.

4.1.5 In the event ILEC is required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay ILEC reasonable charges for such modifications. If CLEC uses a third party network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS/ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

4.2.2 RESERVED

4.3 RESERVED

5. Routing

5.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties shall not assign telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated. Further, in order for End User Customers to be considered physically located in the Rate Center, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

5.3 Once CLEC has been assigned numbers from NANPA, CLEC shall assign numbers within those codes or blocks only to end users physically located in the ILEC Rate Center Area associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical

location to a location within the ILEC's Rate Center (such as FX service). Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, call to such numbers shall be subject to access charges.

- 5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

- 6.1 Each party shall provide accurate Calling Party Number ("CPN") and JIP associated with the End User Customer originating the call.

6.1.1 Each party shall provide accurate Calling Party Number ("CPN") associated with the End User Customer originating the call. Accurate CPN is:

6.1.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.

6.1.1.2 CPN that has not been altered.

6.1.1.3 CPN that is not different than the originating number.

6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

6.1.1.5 CPN that is assigned to an active End User Customer.

6.1.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.1.2 JIP shall be populated as follows:

6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.

6.1.2.2 JIP must be populated with an NPA-NXX that is the same as NPA-NXX of the LRN for calls terminating to the same rate center.

6.1.2.3 When call forwarding occurs, the forwarded from DN (Directory Number) field will be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the IAM.

6.2 Signaling:

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

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part (“ISUP”), Transaction Capability User Part (“TCAP”) messages and Jurisdictional Indicator Parameter (“JIP”) to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

- 6.4 In addition to the Parties’ obligation to deliver traffic with accurate signaling parameters, each month, any Party responsible for any IP-Enabled Traffic will provide, in electronic format acceptable to the other Party, a call detail record for each IP-Enabled call delivered by the Party for termination. Such call detail records shall contain, at a minimum, the following information: Message Date (MM/DD/YY); Originating Number; Terminating Number; Terminating LRN; Connect Time; and Elapsed Time. Additionally, the Party responsible for any IP-Enabled Traffic agrees to provide information sufficient to accurately classify the traffic (Local Traffic, EAS, Intrastate Switched Access (includes IntraLATA TOLL), Interstate Switched Access, and such other information as may be reasonably required by the terminating Party to classify the traffic.

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange

of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

7.2 Grade of Service:

Each Party will provision their network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

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

7.4 Mass Calling:

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

7.5 Network Harm:

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

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