

EXHIBIT A

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

DOCKET NUMBER TC 09-098

IN THE MATTER OF THE COMPLAINT)
OF SOUTH DAKOTA NETWORK, LLC,)
AGAINST SPRINT COMMUNICATIONS)
COMPANY LP)
)
IN THE MATTER OF THE THIRD PARTY)
COMPLAINT OF SPRINT)
COMMUNICATIONS COMPANY LP)
AGAINST SPLITROCK PROPERTIES,)
INC., NORTHERN VALLEY)
COMMUNICATIONS, INC., SANCOM,)
INC., AND CAPITAL TELEPHONE)
COMPANY)

SECOND AMENDMENT TO CONFIDENTIALITY AGREEMENT

Paragraph 2 of the Confidentiality Agreement is amended as follows:

2. Designated Material shall be used solely for purposes of this proceeding or any related appeal, and no person receiving such Designated Material shall, directly or indirectly, use, transfer, disclose or communicate the Designated Material for any other business, competitive, personal, private, public or other purpose whatsoever. Notwithstanding the foregoing sentence, a Party may use Designated Material for purposes of related litigation between two Parties. For purposes of this Agreement, "related litigation" shall ~~be defined as~~ **include** the actions styled as *Northern Valley Communications, LLC v. Sprint Communications Company, LP*, 08-cv-1003-KES (D.S.D.); *Sancom, Inc. v. Sprint Communications Company, LP*, 07-4107- KES (D.S.D.); *Splitrock Properties, Inc. v. Sprint Communications Company, LP*, 09-4075-KES (D.S.D.), **other lawsuits between two parties arising out of the same or similar subject matter**, and all formal complaint proceedings at the Federal Communications

Commission originating from those cases as a result of a primary jurisdiction referral from the District of South Dakota.