

**RECIPROCAL INTERCONNECTION, TRANSPORT AND
TERMINATION AGREEMENT**

BETWEEN

Brookings Municipal Utilities d/b/a Swiftel Communications

AND

T-Mobile USA, INC.

TABLE OF CONTENTS

1.0	Definitions.....	2
2.0	Description of Local Traffic	4
3.0	Direct Interconnection of the Party’s Facilities Where a Third-Party Provider Is Not Utilized.....	5
4.0	Transmission and Routing of Local Traffic.....	6
5.0	Transport and Termination Compensation	7
6.0	Transmission and Routing of Other Types of Traffic.....	8
7.0	Responsibilities of the Parties.....	8
8.0	Liability and Indemnification	10
9.0	Confidentiality and Proprietary Information	13
10.0	Finality of Disputes.....	15
11.0	Fraud	15
12.0	Intervening Law	15
13.0	Miscellaneous Provisions.....	16
	Exhibit A.....	22

RECIPROCAL INTERCONNECTION, TRANSPORT AND TERMINATION AGREEMENT

This Reciprocal Interconnection, Transport and Termination Agreement ("Agreement") is entered into by and between Brookings Municipal Utilities d/b/a Swiftel Communications (“Swiftel”), and T-Mobile USA, Inc., a Delaware corporation, on behalf of itself and its subsidiaries (hereinafter collectively referred to as “T-Mobile”).

WHEREAS, Swiftel is an ILEC, which is operating as a rural local exchange carrier in the State of South Dakota;

WHEREAS, T-Mobile is licensed by the FCC as a Commercial Mobile Radio Service provider;

WHEREAS, Swiftel and T-Mobile desire to establish arrangements between one another for the exchange of Local Traffic between their respective networks for the benefit of the Parties and their customers.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation for Local Traffic in accordance with FCC rules and the Telecommunications Act of 1996.

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

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

This Agreement sets forth the terms, conditions, and prices under which the Parties agree to directly connect or to indirectly connect their networks for the purpose of the exchange of Local Traffic. This Agreement is not intended to establish any terms, conditions, or pricing applicable to either Party's provisioning of any transiting service.

Except as otherwise expressly provided for herein, this Agreement does not obligate either Party to provide arrangements or transport or terminate Traffic not specifically provided for herein.

1.0 Definitions

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined in this Agreement shall be construed in accordance with their meaning as defined in the applicable FCC rules or Telecommunications Act of 1996 and, if not defined therein, then their customary meaning in the telecommunications industry as of the effective date of this Agreement.

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

“Bill and Keep” means that, for any originating, terminating or transport functions provided by a Party (the “Performing Party”) on its side of the POI with respect to Local Traffic originated, terminated or transported to or from the other Party, the Performing Party provides all such functions at no charge to the other Party.

“Commercial Mobile Radio Service” or “CMRS” has the meaning given to the term in the Act.

“Commission” means the South Dakota Public Utilities Commission.

“Direct Connection” means the physical linking of the Parties networks.

“EAS” means a group of two or more exchanges, as defined in Swiftel's local exchange price guide, or as implemented through Swiftel's practice, among which a Swiftel customer may make landline-to-landline calls without incurring a toll charge.

“End Office” means a local Swiftel switching point where Swiftel's customer station loops are terminated for purposes of interconnection to each other and to the network.

“FCC” means the Federal Communications Commission.

“Incumbent Local Exchange Carrier or ILEC” has the meaning given the term in the Act.

“Indirectly Connected” or “Indirectly Connect” refers to a network arrangement in which the networks of the Parties are connected through a Third-Party Provider’s facilities.

“Interconnection” means the linking of two networks for the mutual exchange of Traffic.

“Interconnection Facilities” means the dedicated transport facilities used to connect two carriers’ networks.

“Interexchange Carrier” or “IXC” means a Telecommunications Carrier that provides telephone toll service, as the latter term is defined in the Act.

“Intermediate Provider” means any entity that carries or processes traffic that traverses or will traverse the public switched telephone network at any point insofar as that entity neither originates nor terminates that traffic.

“Local Traffic” for purposes of this Agreement, means: (1) for wireless to wireline calling, traffic exchanged between T-Mobile and Swiftel that, at the beginning of the call, originates and terminates within the same MTA based on the location of the connecting cell site serving the originating wireless Subscriber and the location of the End Office serving the terminating wireline Subscriber; and (2) for wireline to wireless calling, traffic exchanged between Swiftel and T-Mobile that originates in a Swiftel exchange and terminates to a T-Mobile NXX that is assigned to a rate center within a Swiftel exchange or within the Local Calling Area (or applicable EAS exchange) as set forth in Exhibit A to this Agreement, provided, however, that T-Mobile’s POI must be located within Swiftel’s exchange boundary for such exchange or Local Calling Area. Any future changes to Swiftel’s EAS exchange areas will be reflected pursuant to an amendment to modify Exhibit A accordingly.

“Mobile Switching Center” or “MSC” means T-Mobile’s facilities and related equipment used to route and switch CMRS traffic to and from and among its Subscribers and other Telecommunications Carriers.

“Major Trading Area” or “MTA” has the meaning given to the term in 47 CFR Section 24.202(A).

“Non-Access Telecommunications Traffic” means as defined by 47 CFR 51.701(b).

“NXX”, “NXX Code”, “Central Office Code”, or “CO Code” is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 telephone numbers.

“Party” means either T-Mobile or Swiftel, and “Parties” means T-Mobile and Swiftel.

"Point of Interconnection" or "POI" means a physical location where Swiftel and T-Mobile interconnect their respective networks thereby establishing the technical interface and points for operational division of responsibility.

"Subscriber" means a person or business either a) associated with and identifiable by a telephone number associated with a Party's OCN assigned to a Party in the iConectiv Local Exchange Routing Guide ("LERG"), or b) originated by or terminated to a person that is a T-Mobile authorized i) MVNO customer or ii) roamer, on T-Mobile's wireless network.

"Traffic" means voice telecommunications traffic originated in the United States by one Party's Subscribers and terminated to the other Party's Subscribers.

"Tandem" means a switching system that, through a trunk-to-trunk connection, provides a concentration and distribution function for originating or terminating traffic between End Offices, other tandems, and Third-Party Providers.

"Telecommunications" has the meaning given in the Act.

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

"Termination" means the switching of Local Traffic at the terminating carrier's End Office switch, or equivalent facilities, and delivery of such Local Traffic to the called Subscriber.

"Third-Party Provider" shall mean the Intermediate Provider a Party uses to Indirectly Connect for the exchange of Local Traffic under this Agreement. The term shall not mean resellers of either Party's services.

"Transport" means the transmission of Local Traffic from the POI between the two Parties to the Party's switch that directly serves the called Subscriber.

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

2.0 Description of Local Traffic

- 2.1 This Agreement applies to Local Traffic (and de minimis non-Local Traffic) originated by the Subscriber of one Party and terminated to the Subscriber of the other Party which is (a) delivered over facilities owned or controlled by the Parties, which directly interconnect the Parties or, (b) delivered over facilities not owned or controlled by the Parties, which Indirectly Connect the Parties, i.e., delivered over a Third-Party Provider's transiting facilities. Local Traffic is subject to Bill and Keep as described in Section 5.1.1. The Parties agree that there may be a de minimis amount of traffic that is not Local Traffic delivered over the

Interconnection Facilities implemented pursuant to this Agreement and will receive the same treatment as Local Traffic. If a party believes more than a de minimis amount of non-Local Traffic is being received for termination on its network, such Party may send written notice to the other Party requesting review, and if necessary, renegotiation of this Section 2.1.

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

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

3.1 Interconnection Facilities

- 3.1.1 The POI for purposes of Direct Connection of facilities shall be the Brookings Central Office, 415 4th Street, Brookings, South Dakota 57006.
- 3.1.2 The Parties shall provide each other a forecast of projected Local Traffic volume for the POI when significant changes in Local Traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated Local Traffic. Upon mutual agreement of the Parties facilities may be either one-way or two-way.
- 3.1.3 The initial interconnection arrangement between the Parties will be a Direct Connection for the exchange of traffic using Session Initiation Protocol ("SIP") technology. The Parties intend this Agreement to be a Section 251 and 252 Agreement between telecommunications carriers. If there is any challenge to the status of the Parties as telecommunications carriers or the validity of this Agreement as subject to Sections 251 and 252 of the Communications Act, the Parties will renegotiate this provision.

3.2 Facility Locations

3.2.1 Technical Feasibility

- 3.2.1.1 T-Mobile and Swiftel may agree to establish, update or remove an existing or additional POI(s), from time to time, in accordance with this Agreement.
- 3.2.1.2 Either Party may make modifications to its network architecture. If a Party intends to make modifications that will impact the exchange of Local Traffic via the direct interconnection under this Agreement, it will

provide 60 days advance notice of any such modifications to the other Party.

3.2.2 Incumbent LEC Requirement

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

3.3 Additional Interconnection Facilities Available to T-Mobile

3.3.1 T-Mobile may provide its own facilities to connect with the POI on Swiftel's network. Alternatively, T-Mobile may purchase facilities from a Third-Party Provider or from Swiftel. Rates for facilities purchased from Swiftel are specified in Swiftel's applicable price guide or as established under separate agreement.

3.4 Technical Requirements and Standards

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

4.0 Transmission and Routing of Local Traffic

This Section provides the terms and conditions for the exchange between the Parties' respective networks and for the transmission and routing of Local Traffic.

4.1 Wireless to Wireline Local Traffic – Directly Interconnected

4.1.1 T-Mobile shall be responsible for the delivery of Local Traffic from its network

to the POI set forth in section 3.1.1, for the Transport and Termination of such Local Traffic by Swiftel to one of its Subscribers.

4.2 Wireline to Wireless Local Traffic – Directly Interconnected

4.2.1 When the Parties have directly interconnected, Swiftel will deliver all Local Traffic originated by its Subscribers to T-Mobile at the POI for the Transport and Termination of such Local Traffic by T-Mobile to one of its Subscribers.

4.2.2 Swiftel agrees that its landline customers will dial T-Mobile's NPA-NXXs on a local basis, so long as T-Mobile's NPA-NXX has been assigned by the North American Numbering Plan Administrator (NANPA) to a rate center which covers Swiftel's ILEC service area, including areas to which Swiftel has any EAS arrangement. When the Parties are directly connected, Swiftel agrees to deliver all such locally dialed Local Traffic to T-Mobile at the POI with T-Mobile.

4.3 Indirectly Connected via a Third-Party Provider.

4.3.1 As an alternative to routing traffic covered by this Agreement through a Direct Connection, upon 180 days written notice, T-Mobile may choose to exchange Local Traffic with Swiftel via a Third-Party Provider and thus be Indirectly Connected for such exchange of Local Traffic. Consistent with the FCC's rural LEC transport rule at 47 CFR 51.709 (c) with respect to Local Traffic, T-Mobile shall pay all originating and terminating transit charges from the POI (Brookings Central Office, 415 4th Street, Brookings, South Dakota 57006).

5.0 Transport and Termination Compensation

5.1 Rates.

5.1.1 The Parties agree to exchange all Local Traffic under this Agreement on a Bill and Keep basis.

5.1.2 The Transport and Termination Services provided hereunder are only intended for wireless to wireline and wireline to wireless Local Traffic. Such services will only be used to terminate a Party's Subscriber-originated Local Traffic. Under no circumstances will either Party be construed to be acting as an IXC with respect to Local Traffic exchanged under this Agreement. Services used in violation hereof shall constitute a breach of this Agreement. In addition to any other remedies available, but subject to Section 10 of this agreement, the Party whose services have been improperly used shall be entitled to recover the appropriate charges for such traffic for the entire period of misuse.

6.0 Transmission and Routing of Other Types of Traffic

The Parties agree that this Agreement does not provide for the exchange of 911/E911/NG911 traffic and that if such service is requested by T-Mobile that the Parties will negotiate a separate agreement for such traffic.

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

7.0 Responsibilities of the Parties

7.1 Verification Reviews

7.1.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the other Party. Upon reasonable written notice, either Party or its authorized representative shall have the right to conduct a review and verification of the other Party's data to give assurances of compliance with the provisions of this Agreement. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by the Party as related to settlement charges or payments made in connection with this Agreement. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

7.1.2 Either Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of the Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

7.1.3 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at

its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

7.2 Robocall Mitigation

7.2.1 For robocall mitigation, Parties shall adhere to all applicable federal rules and regulations.

7.2.2 For robocall traceback, Parties shall adhere to all applicable federal rules and regulations.

7.3 Network Maintenance and Management for Direct Interconnection

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

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

7.3.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

7.3.3 Use of a Party's facilities, or that of a third-party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of a Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, the Party whose facilities are being used may discontinue or refuse service to the other Party if the Party using the facilities violates this provision; provided, that such termination of service will be limited to the facilities being used that is subject of the violation.

7.4 The Parties agree that Swiftel will provide local dialing to its Subscribers to make wireline-to-wireless calls to each T-Mobile NXX(s) that is assigned to a rate center exchange area to which Swiftel provides local service area and extended area dialing on a wireline-to-wireline basis between such area(s). Swiftel agrees to provide Notice, according to Section 12.13, for any additions or deletions of rate centers associated with local calling area or EAS.

8.0 Liability and Indemnification

- 8.1 Except as otherwise expressly provided in this Agreement, each Party shall be responsible only for the Interconnection, functions, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such Party.
- 8.2 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to Claims arising from the provision of the indemnifying Party's services to its Subscribers (e.g., Claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 8.3 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:
- 8.3.1 any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its customer's use.
 - 8.3.2 any Claims, demands or suits that asserts any claim for libel, slander, infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. The foregoing includes any Claims or Losses arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.
 - 8.3.3 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law

Enforcement Act of 1994 (CALEA).

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

- to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 8.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 8.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 8.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 8.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 8.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 9.
- 8.7 Apportionment of Fault. Except for losses alleged or claimed by a customer of either Party, in the case of any loss alleged or claimed by a third-party arising out of the gross negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own gross negligence or willful misconduct or that of its

agents, servants, contractors, or others acting in aid or concert with it.

8.7.1 The Parties are not liable for any act or omission of any third-party, including but not limited to Third-Party Providers.

8.7.2 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege

8.8 No Consequential Damages

NEITHER SWIFTEL NOR T-MOBILE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTIES LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY SWIFTEL'S OR T-MOBILE'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

9.0 Confidentiality and Proprietary Information

9.1 For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will be deemed Confidential Information to the Discloser and subject to this Section 9. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this

Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section.

- 9.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 9.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 9.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its discloser; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 9.5 The Parties recognize that an individual Subscriber may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from Subscribers or sources other than the Discloser.

- 9.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 9.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 9.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

10.0 Finality of Disputes

No Claims shall be brought for disputes arising from this Agreement more than twelve (12) months from the date of occurrence which gives rise to the dispute.

11.0 Fraud

The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

12.0 Intervening Law

- 12.1 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders or guidelines, either Party may seek arbitration before any regulatory authority with jurisdiction.

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

13.0 Miscellaneous Provisions

- 13.1 Effective Date – The effective date of this Agreement is February 1, 2022 (the “Effective Date”) subject to approval of the Commission.

13.2 Term and Termination

- 13.2.1 This Agreement shall remain in effect for two (2) years. This Agreement shall continue in force and effect thereafter, on a month-to-month basis, until replaced by another agreement or terminated by either Party upon sixty (60) days written notice to the other.

- 13.2.2 Upon termination or expiration of this Agreement in accordance with the above Section:

(a) Each Party shall continue to comply with its obligations set forth in Section 9.0 Confidentiality and Proprietary Information.

(b) (c) Each Party 's indemnification obligations shall survive.

- 13.2.3 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) days of receipt of written notice thereof.

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

- 13.4 Assignment - Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, one hundred (100) per cent owned affiliate or subsidiary of that Party for the continued provisioning of the telecommunications service under this Agreement.

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

- 13.6 Force Majeure - Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.
- 13.7 DISCLAIMER OF WARRANTIES - THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR FACILITIES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.
- 13.8 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.
- 13.9 Waiver - The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.
- 13.10 Patents, Trademarks and Trade Names
- 13.10.1 With respect to Claims of patent infringement made by third persons, the Parties shall defend, indemnify, protect and save harmless the other from

and against all Claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Interconnection arrangements furnished under this Agreement.

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

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

13.11 Relationship of the Parties

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

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

13.11.3 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 13.11.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 13.12 Services - Each Party is solely responsible for the services it provides to its Subscribers and to other Telecommunications Carriers.
- 13.13 Notices - Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

For T-Mobile:

T-Mobile USA, Inc.
Attn: Director - Carrier Management
12920 SE 38th Street
Bellevue, WA 98006

T-Mobile USA, Inc.
Attn: General Counsel
12920 SE 38th Street
Bellevue, WA 98006

For Swiftel:

Brookings Municipal Utilities d/b/a Swiftel Communications
525 Western Avenue
Brookings, SD 57006
ATTN: Executive Vice President & General Manager

Brookings Municipal Utilities d/b/a Swiftel Communications
415 4th Street
Brookings, SD 57006
ATTN: Swiftel Operations Manager

- 13.14 Expenses - Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 13.15 Headings - The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.
- 13.16 Governing Law – For all Claims under this Agreement, that are based upon issues within the jurisdiction of the FCC or governed by federal law, the Parties agree that the remedies for such Claims shall be governed by the FCC and the Act. For all Claims under this Agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, the Parties agree that the jurisdiction for all such Claims shall be with such Commission, and the remedy for such Claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Dakota without reference to conflict of law provisions.
- 13.17 Multiple Counterparts - This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- 13.18 Complete Terms - This Agreement constitutes the entire agreement regarding the exchange and compensation for Local Traffic between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.
- 13.19 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.

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

Brookings Municipal Utilities d/b/a Swiftel Communications


BY: 
(Signature)

NAME: Steve Meyer
(Printed)

TITLE: Executive V.P. & General Manager

DATE: 2/15/2022

T-Mobile USA, Inc.

BY: 
(Signature)

NAME: Mike Taylor
(Printed)

TITLE: VP Critical Infrastructure Procurement & Cost Management

DATE: 2/14/2022

Exhibit A

SWIFTEL LOCAL CALLING AREA / EAS

Local Calling Area - Brookings Exchange to:

1. Brookings City
2. Brookings Rural
3. Volga