

**TRANSPORT AND TERMINATION OF LOCAL SERVICE,
EXTENDED AREA SERVICE (EAS) TRAFFIC AND
LOCAL NUMBER PORTABILITY**

By and Between

CCNI

And

Midcontinent Communications

This Agreement for the transport and termination of Extended Area Services ("EAS") Traffic and porting of telephone number ("Agreement") is entered into by and between Consolidated Communications Network, Inc. ("CCNI") with offices 507 S. Main Dickinson, ND 58601 and Midcontinent Communications ("Midco") a South Dakota General Partnership with offices at 3600 Minnesota Dr., Suite 700, Minneapolis, MN 55435. CCNI and Midco may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, CCNI is a Competitive Local Exchange Carrier authorized by the North Dakota Public Service Commission to provide telecommunications services and provides local exchange service to its end user customers in Dickinson and Belfield ND;

WHEREAS, Midco is a Competitive Local Exchange Carrier authorized by the North Dakota Public Service Commission to provide telecommunications services within its certified area in the state of North Dakota;

WHEREAS, this Agreement is entered into under Sections 251(a) and 251(b) of the Communications Act, as amended by the Telecommunications Act of 1996 to interconnect their networks, and port numbers;

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC") and North Dakota Public Service Commission (the "PSC").

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 1.1. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the PUC.
- 1.2. CLLI Codes means Common Language Location Identifier Codes.
- 1.3. PUC means the [State] Public Utility Commission
- 1.4. End User Customer means the residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or a Retail Provider, as defined herein.

- 1.5. End User Customer Location means the physical location of the premises of the End User Customer, which is the location that is listed in the ALI database.
- 1.6. Exchange Area means the geographic area that has been defined by the [State] for the ILEC's provision of Telephone Exchange Services.
- 1.7. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify the switch and rate center associated with an NPA-NXX as well as network element and equipment designations.
- 1.8. Extended Area Services ("EAS") Traffic ("EAS Traffic") is any call, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one Exchange Area and terminates to an End User Customer physically located in either the same another Exchange Area with mandatory local calling area associated with the originating End User Customer's Exchange Area, as defined and specified in ILEC's local exchange tariff. As clarification of this definition and for reciprocal transport and termination compensation, EAS Traffic does not include ISP-Bound Traffic as those terms are defined herein this Agreement.
- 1.9. ISP Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an ESP or ISP who is physically located in an exchange within the Local/EAS area of the originating end user. Traffic originated from, directed to or through an ESP or ISP physically located outside the originating end user's Local/EAS area will be considered switched toll traffic and subject to access charges. ISP Bound Traffic does not include VoIP-PSTN Traffic
- 1.10. VoIP-PSTN Traffic Means traffic exchanged over PSTN facilities that originates and/or terminates in IP format. A PSTN facility is considered to be any facility that utilizes time division multiplexing format in any portion of the call.
- 1.11. Point(s) of Interconnection (POI(s)) means the physical location(s) within the Party's network, at which the Parties' networks meet for the purpose of exchanging EAS Traffic and ISP Bound Traffic. The POI is also the location where one Party's financial responsibility begins, and the other Party's financial responsibility ends. Each Party will be financially responsible for facilities and traffic located on its side of the POI.
- 1.12. Rate Center Area means the specific geographic point, which has been designated by a given LEC as being associated with a particular NPA-NXX code, which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.13. Retail Provider is defined as the third party entity that obtains service pursuant to contract or tariff, from one of the Parties to this Agreement for sale to an End User Customer. A Retail Provider may or may not have its own facilities and

may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

- 1.14. VoIP-PSTN Traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol compatible customer premises equipment.
- 1.15. Telecommunications Carrier means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.
- 1.16. Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.17. Telephone Exchange Service shall have the meaning set forth in 47 U.S.C. Section 153 (47) of the Act.

2. SCOPE OF AGREEMENT

- 2.1. This Traffic Exchange Agreement sets forth specific terms and conditions under which CCNI and Midco agree to exchange EAS Traffic and ISP Bound Traffic between their respective networks. If interconnection services and arrangements not specifically provided for herein are required in the future, such services and arrangements shall be negotiated by the Parties in a replacement agreement pursuant to Section 251 of the Act. Neither Party is obligated to provide arrangements not specifically provided for herein.
- 2.2. Each Party agrees that it will use this arrangement for the sole purpose of exchanging EAS Traffic, and ISP Bound Traffic, and that any exchange of toll traffic including VoIP-PSTN traffic will be subject to the appropriate terms and conditions of each Party's access tariffs.
- 2.3. The Parties agree to interconnect their respective networks as described herein, so as to exchange traffic between Midco customers and CCNI customers. This section 2.4 is expressly limited to the transport and termination of EAS and ISP Bound Traffic originated by and terminated to end users of the Parties in this Agreement.
- 2.4. Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not a provision of

this Agreement. Any traffic that is not EAS Traffic or ISP Bound Traffic will be paid as toll traffic and subject to access tariffs consistent with FCC regulations.

- 2.6 Both Parties shall assign whole NPA-NXX codes or thousands blocks to each Rate Center. The Parties each agree not to assign telephone numbers from an NPA/NXX to any end-user physically located outside the rate center with which the NPA/NXX is associated.

3. Responsibility for Traffic

- 3.1. Each Party is responsible for all traffic that it delivers to the other Party for termination including but not limited to EAS Traffic, and ISP-Bound Traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges using such services. Each Party agrees to be responsible and pay for its portion of the Interconnection Facilities, and any other charges associated with all traffic that it delivers to the other Party, including traffic of a Retail Provider that is delivered by one of the Parties.
- 3.2. Nomadic Traffic is traffic originating from an Internet protocol ("IP") device other than at the End User's service location. ("Nomadic Traffic") is prohibited under this Agreement. On or after the Effective Date of this Agreement, neither Party shall exchange Nomadic Traffic unless otherwise certified in writing in advance by the Party sending the Nomadic Traffic provides advance written notice traffic to the other Party for termination. Such written notice shall include a percentage factor to reflect the amount of traffic on the Interconnection Trunk that will be presumed to be Nomadic Traffic and appropriate jurisdictional factors (subject to verification and modification under the audit provisions of this Agreement, as necessary). Compensation for such Nomadic Traffic will be pursuant to the compensation terms in Section 4 and will apply to all Nomadic Traffic, whether exchanged before or after the notification date under this Section 3.2.
- 3.3. Either Party may provide Telecommunications Services under this Agreement to End User Customers and Wholesale Telecommunications Services to other entities that provide retail service to End Users. The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. For purposes of this Agreement, Wholesale Telecommunications Service for traffic exchange provided by either Party is considered to be the provision of end office switching functions for the Retail Provider and neither Party is entitled to bill and neither Party is obligated to pay transit charges for such traffic.

- 3.4. Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters as required for determining the correct classification of traffic pursuant to Section 5.6 and 5.7.
- 3.5. 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. The Parties acknowledge that, due to the technical nature of its origination, certain traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 5.6 and 5.7 ("Unclassified Traffic") and shall not be considered Misclassified Traffic.
- 3.6. If the Parties determine as provided in Section 3.7 that Misclassified Traffic has been delivered by the originating Party, Section 3.8 and 3.7.2, herein below, shall apply with respect to the delivery of such traffic.
- 3.7. The terminating Party will provide Notice pursuant to Section 27, to the originating party if it determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
- 3.7.1. The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, in a written notification to the other Party. Upon receipt of such notification, the originating Party shall have thirty (30) days to investigate and identify the alleged Misclassified Traffic and either (a) confirm in writing to the terminating Party that Misclassified Traffic has been properly rerouted as provided in Section 3.7.3 and subject to 3.7.2 or (b) file a dispute of the terminating Party's claim as to Misclassified Traffic pursuant to the Dispute Resolution provisions in Section 8.
 - 3.7.2. 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 3.7.4.
 - 3.7.3. The Party originating traffic that has been determined to be 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.
 - 3.7.4. Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total traffic delivered by the originating Party during any consecutive two (2)-month period, starting with the first month after Notice is provided

pursuant to Section 3.7, is Misclassified Traffic, such Party shall be in Default of this Agreement and subject to Section 22. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to Section 3.7.4 and Section 8 to determine the proper treatment or quantity of the Misclassified 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.

- 3.8. Each Party shall take all reasonable steps to correct the cause(s) of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and be properly identified. This obligation applies during the pendency of a dispute.
- 3.9. Pursuant to Section 11, 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. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call

4. COMPENSATION FOR CALL TERMINATION AND FACILITIES

4.1. EAS and ISP Bound Traffic Termination Compensation

- 4.1.1. The Both Parties agree that compensation for EAS Traffic and ISP Bound Traffic the is roughly in balance 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.
- 4.1.2. ISP Bound Traffic termination shall be subject to bill and keep compensation.
- 4.1.3. VoIP-PSTN Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN"), 911 location, and Jurisdictional Indicator Parameter ("JIP") of the originating VoIP-PSTN Traffic maybe used to determine the physical location of the originating end user location.

4.2. Transport

- 4.2.1. Each Party is responsible for the provision of trunking for the exchange of EAS Traffic and ISP Bound Traffic from its network to the POI. If the capacity of the existing facilities is exceeded, each Party will be responsible for construction of new facilities to the POI.

- 4.2.2. If one Party chooses to lease transport from the other Party to reach the POI, the same physical facility may be used for transport of separate trunks for EAS, ISP Bound Traffic, and other special access trunks. Charges for the local transport will be according to applicable Tariff rates of the lessor.

5. PHYSICAL INTERCONNECTION

- 5.1. The Parties shall exchange EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities. The Parties agree to connect their respective networks, directly, so as to exchange such EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection(s) (POI) as described below.

5.1.1. Direct Interconnection

- 5.1.1.1. The Parties agree that the Point of Interconnection (POI) shall be at the same location as the POI for Midco and Consolidated Telecom, unless otherwise mutually agreed by the parties. Midco and CCNI may utilize the same dedicated trunks between the POI and their networks for up to two years. During this time, traffic will be intermingled on the current existing trunks. Within the two, years the Parties shall negotiate a Fiber Meet Point according to 5.1.2. . When the Fiber Meet Point is established, the Parties shall provision trunks according to Section 5.3.

- 5.1.1.2. All the Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The Parties will mutually coordinate the provisioning and quantity of trunks.

5.1.2 Fiber Meet Point

- 5.1.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of interconnection ("POI"). The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI.

- 5.1.2.2 Within two years of the effective date of this Agreement, Midco and CCNI shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS/ISP-Bound Traffic via a local channel facility at a

minimum DS1 level. The Parties shall work jointly to determine the specific fiber optic transmission system. Each Party's fiber optic transmission equipment must be compatible with the other Party's equipment. Each Party reserves the right to determine the equipment it employs for service.

- 5.1.2.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.
- 5.1.2.4 The Parties shall mutually agree upon a Fiber Meet Point within city limits of Dickinson, ND. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The CCNI shall make all necessary preparations to receive, and to allow and enable Midco to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.
- 5.1.2.5 Midco shall deliver and maintain its fiber strands wholly at its own expense. Upon request by Midco, CCNI shall allow Midco access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.
- 5.1.2.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.

5.2. Trunk Types

5.2.1. EAS Interconnection Trunks

- 5.2.1.1. The Parties will establish a local trunk group for the exchange of EAS Traffic, and ISP-Bound Traffic ("EAS Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all EAS Traffic, and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA or IntraLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over EAS Interconnection Trunks. Midco shall establish an EAS Interconnection Trunk group between the Midco network and the CCNI end office which is separate from the Midco network and the CTC Network.

- 5.2.1.2. The Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

5.2.2. Toll Trunks

- 5.2.2.1. Toll traffic shall not be routed on the EAS Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from each Party's

respective tariffs will apply to traffic terminated over the toll trunks.

- 5.2.3. Midco shall route appropriate traffic to the respective CCNI switches on the trunk groups as specified in this Agreement. CCNI shall route appropriate traffic to Midco network on the trunk group or trunk groups as specified in this Agreement.
- 5.3. Facility Sizing: The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties will order one-way trunks from each other in the agreed upon quantities via an Access Service Request. Midco shall order trunks when two-way trunks are established.
- 5.4. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 or other format as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, each Party will provide its own multiplexing required for DS1 facilities on its side of the POI.
- 5.5. Signaling: The Parties will interconnect 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 interconnection of their networks, including CLASS features and functions. Signaling information shall be shared between the Parties based upon bill and keep compensation.
- 5.6. Signaling Parameters: CCNI and Midco are required to provide each other the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP ("Unclassified Traffic") will be handled in the following manner. The remaining five percent (5%) of Unclassified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of classified traffic. If the Unclassified Traffic exceeds five percent (5%) of the total traffic, all the Unclassified Traffic shall be billed at a rate equal to access charges. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

- 5.7. Equipment Additions: Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Midco's, or CCNI's internal customer demand.
- 5.8. N11 Codes: N11 codes (e.g., 411, 611, & 911) shall not be sent between Midco's network and CCNI's network over the EAS Interconnection Trunk Groups.
- 5.9. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("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.

6. GRADE OF SERVICE

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

7. NETWORK MANAGEMENT

- 7.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Midco and CCNI will immediately notify each other of any protective control action planned or executed.
- 7.2. Mass Calling: Midco and CCNI 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 on methods for managing the call volume such as call gapping or establishing choke trunks.
- 7.3. Network Harm: Neither Party will use any service related to or using any of the services 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 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:

- 7.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;
- 7.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.3.3. Inform the other Party of its right to bring a complaint to the ND PSC or FCC.

8. Provisioning.

- 8.1. The Parties shall provision services during regular business hours as listed in a Party's Operations Publication. To the extent NSP requests provisioning of service be performed outside the OSP regular business hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.
 - 8.2. Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.
 - 8.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is specified in the Pricing Attachment to this Agreement.
 - 8.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement. If the OSP is contacted directly by the End User Customer during the pendency of the port and the customer decides to remain with the OSP, the OSP will direct the End User Customer to notify the NSP immediately that the port is to be cancelled and the Parties will work cooperatively to cancel the port prior to activation in accordance with Section 2.2.2 and neither a LSR nor a Cancellation Charges shall apply
9. Neither Party shall prevent an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 9.1. The Parties shall return a Local Service Request (LSR) Response within 4 business hours for simple port requests and within 24 business hours for non-simple ports.
 - 9.2. Midco shall issue an ASR to CCNI for ordering Local Interconnection Trunks. CLEC shall use ordering procedures listed in the appropriate tariff and standard intervals will apply
 - 9.3. Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to each Party's Operations Publication
10. Local Number Portability
- 10.1. The Parties will provide local number portability (LNP), in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services. The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a numbering partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.
 - 10.2. The Parties agree to comply with finalized FCC rules and orders and FCC adopted North American Numbering Council (NANC) procedures and guidelines concerning numbering and local number portability. If either published porting rules conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.
 - 10.3. Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
 - 10.4. For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried calls to the other Party.
 - 10.5. The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
 - 10.6. A trigger order is a service order issued in advance of the porting of a number. A trigger order: 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.
 - 10.7. Obligations of Both Parties.
 - 10.7.1. Each Party shall abide by FCC adopted NANC provisioning and implementation processes.
 - 10.7.2. Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End user's telephone number to their switch.

11. CHARGES, PAYMENT, BILLING AND BILLING DISPUTES

11.1. Billing: If there is any billing due under this Agreement, the Parties shall bill the other party once per month all applicable charges set forth in this Agreement.

11.1.1. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day

11.2 Billing Disputes

11.2.1 If any portion of an amount due to a Billing Party under this Agreement is subject to a bona fide dispute between the Parties the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing ("Disputed Amount"). The Billed Party shall provide within twenty (20) days after the applicable due date containing such Disputed Amount the specific details regarding the Disputed Amount, as well as the circumstances surrounding and reasons for disputing each billing item. All disputes must be in good faith and have a reasonable basis. If the Billed Party fails to provide written notice of a previously paid, but Disputed Amount, within one (1) year of the receipt of the bill, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount.

11.3 Late Payment: The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent, or the maximum rate allowed by law, per month of the balance due, until the amount due, including late payment charges, is paid in full.

11.4 Back Billing: Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is less.

11.5 Recording: The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on Industry standards and guidelines. Call detail records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information in EMI format. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

11.6 Billing disputes arising under Section 8 of this Agreement shall be subject to the Dispute Resolution provisions of Section 24 of this Agreement.

12. TERM OF AGREEMENT

12.1. This Agreement will commence when fully executed (Effective Date) and have an initial term for three (3) years. At the end of the initial term, or any subsequent term, either Party will have the right to terminate this agreement with or without cause on at least sixty (60) days' notice from the end of the initial term or subsequent term. If notice of termination is not received, this Agreement shall automatically renew for one (1) year periods unless terminated as provided above.

12.2. In the event that this Agreement is terminated, except in the case of termination as a result of either Party's default or for termination upon sale when the other party has not consented to the assignment of the agreement, Service that had been available under this Agreement and exist as of the end date shall continue uninterrupted after the termination date at the written request of either Party only under the terms of:

12.2.1. This Agreement during the pendency of any good faith active negotiations for a successor Agreement, or related arbitration, and approval of such Agreement; or

12.2.2. A new agreement voluntarily entered into by the Parties, pending approval by the PSC; or

13. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by both Parties.

14. AUDIT AND REVIEW

14.1. Each Party is responsible for the accuracy of its data as submitted to the other Party. Subject to confidentiality terms in Section 23, upon thirty (30) days prior written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement, which reviews shall be no more frequently than once in any twelve (12) month period. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide

access to necessary and applicable information at no charge to the reviewing Party during normal business hours. Such review will take place at a time and place and within a scope as agreed on by the Parties no later than sixty (60) days after notice thereof.

- 14.2. Each Party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

15. 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 which consent shall not be unreasonably withheld; 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 without 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 will be binding upon and will inure to the benefit of the Parties' respective successors and assignments.

16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof. Neither Party will be bound by, if each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other Party in any correspondence or other document or through any course of conduct, and the Party to be bound thereby specifically agrees to such provision in writing.

17. FORCE MAJEURE

If the performance of the Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 17.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, or power failure;
- 17.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 17.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

17.4. Labor difficulties, such as strikes, picketing or boycotts; Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

18. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

19. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

20. LIMITATION OF LIABILITY

OTHER THAN GROSS NEGLIGENCE AND INTENTIONAL HARM, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

21. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING
OR COURSE OF PERFORMANCE.

22. INDEMNITY

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

23. APPLICABLE LAW AND CHANGE IN LAW

23.1. Applicable Law: The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of North Dakota, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

23.2. Change in Law: If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

24. SEVERABILITY

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

25. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

26. CONFIDENTIALITY

- 23.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its “Representatives” and with a Party, a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked “Confidential” or “Proprietary” or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 22.2 of this Agreement.
- 23.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 23.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

27. DISPUTE RESOLUTION

The parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, as to the interpretation of any provision of this Agreement, as to charges for services and facilities furnished under this Agreement or as to the proper implementation of this Agreement, the aggrieved party shall first discuss the default or dispute with the other party and seek resolution prior to taking any action before any court or regulatory body or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall be held among at least senior management level for each party.

In the event that the officers of the parties shall be unable to resolve default or other dispute after forty-five (45) days, either Party may request mediation of the dispute by the PSC. If the PSC does not agree to mediate the dispute, the Parties will attempt to appoint a mutually agreeable mediator. If the Parties are unable to resolve the dispute through the mediation process within thirty (30) days of the date that mediation is requested or, in the event that the PSC does not agree to mediate, if the Parties are unable to agree on a mediator within ten (10) days of the date on which the PUC denies the request to mediate, either Party may petition the PSC for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the PSC concerning this Agreement. Each party shall bear its own cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

28. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

30. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an

original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

To CCNI addressed as follows:

Attn:

With a copy to:

President/CEO
507 S. Main Street
Dickinson, ND 58601
Phone: 701-
Fax: 701-

To Midco addressed as follows:

With a copy to:

Midcontinent Communications
ATTN: Nancy Vogel
Director of Regulatory Finance
Midcontinent Communications
3901 N. Louise Avenue
Sioux Falls, SD 57107
Phone: 605-357-5485
Fax:

Midcontinent Communications
ATTN: Legal Dept
3901 N Louise Avenue - Sioux Falls, SD
57107

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

The Parties have caused this EAS Traffic Agreement to be executed on their behalf on the dates set forth below.

Consolidated Communications Network,
Inc.

By: President/CEO

By: Paul Schuetzler

Name: Paul Schuetzler

Title: CEO

Date 12/6/13

MIDCONTINENT COMMUNICATIONS

By: Midcontinent Communications
Investor, LLC, Its Managing Partner

By: Nancy A. Vogel

Name Nancy A. Vogel

Title: Director of Regulatory Finance

Date 12-19-13