GENERAL TERMS AND CONDITIONS OF RESALE

BETWEEN

North Dakota Telephone Company

AND

Midcontinent Communications of North Dakota

Table of Contents

Agreement....1
Witneseth....1
1. Purpose....1
2. Term of the Agreement....1
3. Termination of the Agreement....2
4. Contact Exchange....2
5. Amendments....2
6. Assignment....2
7. Authority....3
8. Responsibility of Payment....3
9. Billing and Payment....3
10. Compliance with Laws and Regulations....5
11. Confidential Information....5
12. Fraud....6
13. Dispute Resolution....6
14. Entire Agreement....7
15. Expenses....8
16. Force Majeure....8
17. Good Faith Performance....8
18. Governing Law....8
19. Heading....8
20. Independent Contractor Relationship....8
21. Law Enforcement Interface....9
22. Liability....9
23. Joint Work Product....10
24. Multiple Counterparts....10
25. No Third Party Beneficiaries....10
26. Notices....10
27. Impairment of Service....11
28. Change in Law....11
29. Regulatory Approval....12
30. Taxes and Fees....12
31. Trademarks and Trade Names....12
32. Non-Waiver....13
33. Bankruptcy....13
34. Operations Handbook....13
35. Intercept Messaging....13
Glossary....15

ATTACHMENTS:

Resale Attachment	Attachment 1
Pre-Ordering and Ordering Attachment	Attachment 2
Pricing Attachment	Attachment 3

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 26th day of July, 2006 (the "Effective Date"), by and between Midcontinent Communications, a South Dakota Partnership ("Midcontinent") with offices at 5001 W 11th St, Sioux Falls SD 57106 and North Dakota Telephone Company ("NDTC") with offices at 211 22nd St NW, PO Box 180, Devils Lake, ND 58301. This Agreement may refer to either NDTC or Midcontinent or both as a "Party" or "Parties."

WITNESETH

WHEREAS, NDTC is a local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, Midcontinent is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, the Parties wish to resale specifically for the purposes of fulfilling their obligations pursuant to Sections 251 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, NDTC and Midcontinent agree as follows:

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251 of the Act.

2. Term of the Agreement

2.1 The initial term of this Agreement shall be two years ("Initial Term"), beginning on the above Effective Date and shall apply to the State of North Dakota. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Initial Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement becomes effective. If the Parties cease to order services under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice.

3. Termination of the Agreement

3.1 Termination Upon Default

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 has notified the defaulting Party in writing of the alleged default and the defaulting Party has not cured the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

3.1.2 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 below.

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably

determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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 will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Responsibility for Payment

NDTC will render to Midcontinent monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the NDTC's applicable tariffs. Midcontinent shall pay bills in accordance with terms of this Agreement. In the event that Midcontinent defaults on its payment obligation to NDTC, NDTC's service to Midcontinent will be terminated and any security deposits held will be applied to the outstanding balance owed by Midcontinent to NDTC.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or in NDTC's applicable tariff. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within twenty (20) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day.

9.2 Billing Disputes Related to Unpaid Amounts:

9.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party

billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default.

9.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

9.2.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.3 Except for amounts disputed pursuant to Section 9.2 herein, the following shall apply:

9.3.1 If payment is not received within thirty (30) days from the bill date, NDTC may provide written notice to Midcontinent that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15^{th}) day following the date of the notice. If NDTC does not refuse additional application for service on the date specified in the notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude NDTC's right to refuse additional application for service without further notice.

9.3.2 If Midcontinent should fail to make any payment following the notice under Section 9.3.1, NDTC may on thirty (30) days written notice to Midcontinent discontinue the provision of existing services to Midcontinent at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If NDTC does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Midcontinent noncompliance continues, nothing contained herein shall preclude NDTC's right to

discontinue the provision of the services to Midcontinent without further notice.

9.3.3 If payment is not received within sixty (60) days of notice under Section 9.3.2, NDTC may terminate this Agreement.

9.3.4 After disconnect procedures have begun, NDTC shall not accept service orders from Midcontinent until all unpaid charges are paid in full in immediately available funds.

9.4 Audits:

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

11.1 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 §11.2 of this Agreement.

11.2 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 that such Disclosing Party chooses to obtain.

11.3 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.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. 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.

13. Dispute Resolution

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the

Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

13.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (other than a dispute related to payment for service), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement and applicable attachments, constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Dakota without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Neither this Agreement, nor any actions taken by Midcontinent or NDTC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Midcontinent and NDTC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Midcontinent or NDTC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Midcontinent and NDTC End Users Customers or others.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at Midcontinent's End User Customer, NDTC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE

22.2 Limitation of Liability

22.2.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.2.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.2.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue

or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.3 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. 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.

26. Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: **Midcontinent**	To: **NDTC**
Mary Lohnes 5001 W 41st Street Sioux Falls, SD 57106	Dave Dircks P.O. Box 180 Devils Lake, ND 58301
With a copy to:	With a copy to: Don Negaard Pringle & Herigstad 2525 Elk Drive PO Box 1000 Minot, North Dakota 58702-1000

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of Midcontinent connected with the services, facilities or equipment of NDTC pursuant to this Agreement shall not interfere with or impair service over any facilities of NDTC, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over NDTC's facilities or create hazards to the employees of NDTC or to the public (each hereinafter referred to as an "Impairment of Service").

28. Change in Law

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other

party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under §252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party. If either party (Contesting Party) contests the application of any tax collected by the other party (the Collecting party), the Collection party shall reasonably cooperate in good faith with the Contesting party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting party. The Contesting party is entitled to the benefit of any refund or recovery resulting from the contests, provided that the Contesting Party is liable for and has paid the tax contested.

Midcontinent is responsible for collecting and remitting directly to the proper agency the 911/E911 fees and telecommunication relay service fees and applicable taxes. NDTC will not pay these fees for the resold services.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications

services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. Non-Waiver

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.

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

34. Operations Handbook

Each Parties Operations Manual will contain it's standard operating procedures. It will not supersede this Agreement and if contrary to the terms of the contract, the contract shall control.

35. Intercept Messaging

Each party will make available the following intercept messaging services:

i. Temporary Disconnects for Non-Pay. NDTC will have control of the customer's line and will be responsible to provide the intercept message. Both service order and central office non-recurring charges are not applicable but a restoral of service charge will be applied if and when service is restored.

ii. Transfer of Service Announcements. For services other than NDTC resold and ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the end user customer and will remain in effect for the same time period this service is provided to Party's own end users. For NDTC resold, NDTC shall provide an intercept referral on behalf of Midcontinent

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

NDTC	Midcontinent
By: _____	By: Nancy G. Vogel
Name: Dave Dircks	Name: Nancy Vogel
Title: General Manager	Title: Director of Revenue Assurance
Date: 8/24/06	Date: 8/21/06

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 COMMISSION.

Means the North Dakota Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with NDTC.

2.12 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.13 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.14 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.15 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.16 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.17 END USER CUSTOMER LOCATION

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

Means the geographic area that has been identified by NDTC for its provision of Telephone Exchange Service.

2.19 FCC.

The Federal Communications Commission.

2.20 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, NDTC is an ILEC .

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.23 INTERCEPT MESSAGE

An Intercept Message is an announcement on the abandoned telephone number which provides the Customer's new number or other appropriate information.

2.24 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA.

2.25 INTERNET PROTOCOL CONNECTION

The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.

2.26 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.27 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.28 LOCAL NUMBER PORTABILITY (LNP)

LNP is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.29 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases used by NDTC and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by NDTC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.30 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.31 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.32 LOCAL/EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange, or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in NDTC's tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP.

2.33 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.34 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) within NDTC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by NDTC as being associated with a particular NPA-NXX code, which has been assigned to NDTC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the NDTC Exchange Area as defined by the Commission.

2.38 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by NDTC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the NDTC Exchange Area as defined by the Commission.

2.39 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). NDTC and Midcontinent currently utilize this out-of-band signaling protocol.

2.40 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.41 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.42 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC

Telephone Exchange Service traffic that originates on Midcontinent's network, and is transported through an NDTC Tandem to the Central Office of a Midcontinent, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant NDTC Tandem to which Midcontinent delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.43 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

For purposes of this agreement, the term tariff shall also be deemed to include any policies or terms and conditions of service that has been adopted by NDTC and filed with a regulatory or governmental agency.

2.44 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.45 TELECOMMUNICATIONS CARRIER.

The term "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.

2.46 TELECOMMUNICATIONS SERVICE.

The term "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.

2.47 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" means shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.

2.48 VOIP or IP-ENABLED TRAFFIC.

VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

(i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

(ii) Voice traffic originated on the PSTN, and which terminates on IPC.

Attachment 1

Resale

Table of Contents

1. **Scope** 3

2. **General Provisions** 3

3. **NDTC's Provision of Services to Midcontinent** 5

4. **Establishment of Service** 7

5. **Discontinuance of Service** 7

6. **Maintenance of Services** 8

7. **Ancillary Services** 9

8. **Line Information Database (LIDB)** 12

9. **Usage Records** 12

Exclusions & Limitations on Services Available for Resale ..... **Exhibit A**

Area of Resale ..... **Exhibit B**

Line Information Database (LIDB) Resale Storage Agreement ..... **Exhibit C**

RESALE

1. Scope

1.1 For the Purposes of the Agreement, Resale shall be provided under Section 251

1.2 The telecommunications services available for purchase by Midcontinent for the purposes of resale to Midcontinent's End User Customers shall be available at NDTC's tariffed rates less the wholesale discount and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. General Provisions

2.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of NDTC's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, NDTC shall make available to Midcontinent for resale those telecommunications services NDTC makes available, pursuant to its Local Exchange Services Tariff (LEST) to End User Customer customers who are not telecommunications carriers as listed in Exhibit A. When the provisions of the LEST conflict with the provisions of this Agreement, the provisions of this Agreement shall take precedence.

2.2 Midcontinent may purchase resale services from NDTC for its own use in operating its business.

2.2.1 Midcontinent must resell services to other End User Customers.

2.2.2 Midcontinent cannot be a CLEC for the single purpose of selling to itself.

2.3 Midcontinent will be the Customer of Record for all services purchased from NDTC. Except as specified herein, NDTC will take orders from, bill and receive payment from Midcontinent for said services.

2.4 Midcontinent (not Midcontinent agents or third parties hired by Midcontinent) will be NDTC's single point of contact for all services purchased pursuant to this Agreement. NDTC shall have no contact with the End User Customer except to the extent provided for herein. Each Party shall provide to the other a North Dakota toll-free contact number for purposes of repair and maintenance.

2.5 NDTC will continue to bill the End User Customer for any services that the End User Customer specifies it wishes to receive directly from NDTC. NDTC maintains the right to serve directly any End User Customer within the service area of Midcontinent. NDTC will continue to market directly its own telecommunications products and services and in doing so may establish

independent relationships with End User Customers of Midcontinent. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

2.6 When an End User Customer of Midcontinent or NDTC elects to change his/her carrier to the other Party, both Parties agree to release the End User Customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User Customer's requested service as set forth in the NDTC Operations Handbook.

2.7 Except where otherwise required by law, Midcontinent shall not, without NDTC's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of NDTC's or its Affiliates, nor shall Midcontinent state or imply that there is any joint business association or similar arrangement with NDTC in the provision of Telecommunications Services to Midcontinent's customers.

2.8 Current telephone numbers may normally be retained by the End User Customer and are assigned to the service furnished. However, neither Party nor the End User Customer has a property right to the telephone number or any other call number designation associated with services furnished by NDTC, and no right to the continuance of service through any particular central office. NDTC reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever NDTC deems it necessary to do so in the conduct of its business and in accordance with NDTC practices and procedures on a nondiscriminatory basis.

2.9 If Midcontinent or its End User Customers utilize a NDTC resold telecommunications service in a manner other than that for which the service was originally intended as described in NDTC's retail tariffs, Midcontinent has the responsibility to notify NDTC. NDTC will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

2.10 Facilities and/or equipment utilized by NDTC to provide service to Midcontinent remain the property of NDTC.

2.11 Service Ordering

2.11.1 Midcontinent must order services according to the Pre-ordering and Ordering Attachment to this Agreement.

2.11.2 Denial/Restoral Charge. In the event Midcontinent provides a list of customers to be denied and restored, rather than a Local Service Request

(LSR), each location on the list will require a separate PON and therefore will be billed as one LSR per location.

2.11.3 Cancellation Charge. Midcontinent will incur a charge for an accepted LSR that is later canceled.

2.12 Midcontinent shall pay, the End User Customer common line charges and any other appropriate Commission approved charges. These charges are set forth in the appropriate NDTC federal and applicable state tariffs(s) and will apply to each local exchange line furnished to Midcontinent. This charge is not subject to the wholesale discount.

2.13 To the extent allowable by law, Midcontinent shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to Midcontinent for resale.

2.14 Midcontinent is solely responsible for the payment of charges for all service furnished under this Agreement.

2.15 If Midcontinent does not wish to be responsible for toll, collect, third number billed, 900 calls, last call return, caller originated trace, directory assistance inquiries, and operator assistance charges, Midcontinent must order blocking services as outlined in NDTC's local exchange tariff and pay any applicable charges.

3. NDTC's Provision of Services to Midcontinent

3.1 Resale of NDTC services shall be as follows:

3.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions. Midcontinent shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers or voice over internet protocol companies.

3.1.2 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.1.3 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.1.4 NDTC can refuse service when it has grounds to believe that service will be used in violation of the law.

3.1.5 NDTC will cooperate with law enforcement agencies with subpoenas and court orders relating to Midcontinent's End User Customers, pursuant to Section 21 of the General Terms and Conditions.

3.1.6 NDTC is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Midcontinent or its End User Customers. Law enforcement agency subpoenas and court orders regarding the End User Customers of Midcontinent will be directed to Midcontinent. NDTC shall be entitled to bill Midcontinent for any cost associated with complying with any requests by law enforcement agencies regarding Midcontinent or Midcontinent's End User Customers.

3.1.7 NDTC reserves the right to periodically audit services purchased by Midcontinent to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Midcontinent shall make any and all records and data available to NDTC or NDTC's auditors on a reasonable basis. NDTC shall bear the cost of said audit. Any information provided by Midcontinent for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

3.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in NDTC's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User Customer of NDTC in the appropriate section of NDTC's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services or End User Customers.

3.3 Midcontinent may resell services only within the specific service area as defined in Exhibit B. Midcontinent must have a certificate of operation approved by the Commission to operate in such areas.

3.4 Promotions of ninety (90) days or less are not available to CLEC for resale. Promotions of ninety-one (91) days or more are available to CLEC for resale.

3.5 If Midcontinent cancels an order for resold services, any costs incurred by NDTC in conjunction with provisioning of such order will be recovered in accordance with NDTC's LEST.

3.6 Service Jointly Provisioned within Third Party Company Areas

3.6.1 NDTC will in some instances provision resold services in accordance with the LEST jointly with a third party telecommunications company.

3.6.2 When Midcontinent assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the NDTC service area only.

3.6.3 Midcontinent must establish a billing arrangement with the third party prior to assuming an End User Customer account where such circumstances apply.

4. Establishment of Service

4.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Midcontinent will provide NDTC the necessary documentation to enable NDTC to establish accounts for resold services (master account) according to the NDTC Operations Handbook.

4.2 Requests for customer service records and local service requests shall be accepted in accordance with the Ordering Attachment.

4.3 NDTC will accept a request directly from the End User Customer for conversion of the End User Customer's service from Midcontinent to NDTC or will accept a request from another CLEC/CMRS for conversion of the End User Customer's service from Midcontinent to such other CLEC/CMRS. Upon completion of the conversion NDTC will notify Midcontinent that such conversion has been completed.

5. Discontinuance of Service

5.1 The procedures for discontinuing service to an End User Customer are as follows:

5.1.1 NDTC will deny service to Midcontinent's End User Customer on behalf of, and at the request of, Midcontinent. Upon restoration of the End User Customer's service, denial/restoral charges will apply and will be the responsibility of Midcontinent.

5.1.2 At the request of Midcontinent, NDTC will disconnect a Midcontinent End User Customer.

5.1.3 All requests by Midcontinent for denial or disconnection of an End User Customer for nonpayment must be in writing.

5.1.4 Midcontinent will be made solely responsible for notifying the End User Customer of the proposed disconnection of the service.

5.1.5 NDTC may report annoyance calls to Midcontinent when it is determined that annoyance calls are originated from one of its End User Customer's

locations. NDTC shall be indemnified, defended and held harmless by Midcontinent and/or the End User Customer against any claim, loss or damage arising from providing this information to Midcontinent. It is the responsibility of Midcontinent to take the corrective action necessary with its End User Customers who make annoying calls. (Failure to do so will result in NDTC's disconnecting the End User Customer's service.)

5.2 Permanent Disconnects. Midcontenent will return the disconnected resale number immediately following the disconnect. NDTC will be responsible for the message and aging of the number. Both service order and central office non-recurring charges are not applicable.

6. Maintenance of Services

6.1 Services resold pursuant to this Agreement and NDTC's LEST and facilities and equipment provided by NDTC shall be maintained by NDTC.

6.2 Midcontinent or its End User Customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by NDTC except with the written consent of NDTC.

6.3 Midcontinent accepts responsibility to notify NDTC of situations that arise that may result in a service problem.

6.4 Maintenance and repair process is addressed in the Ordering Attachment.

6.5 For all repair requests, Midcontinent shall adhere to NDTC's prescreening guidelines prior to referring the trouble to NDTC.

6.6 Midcontinent shall be NDTC's single point of contact for all repair calls on behalf of Midcontinent' End User Customers with respect to resold services.

6.6 For purposed of this Section, Telecommunications Services is considered restored or a trouble resolved when the quality of services is equal to that provided before the outage or trouble occurred.

6.7 NDTC reserves the right to contact Midcontinent's End User Customers, if deemed necessary, for maintenance purposes.

6.8 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

7. Ancillary Services

7.1 NDTC shall provide 911/E911 for Midcontinent customers in the same manner that it is provided to NDTC customers. NDTC shall provide and validate Midcontinent customer information to the Public Service Answering Point (PSAP). NDTC shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Midcontinent customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services. NDTC shall not be responsible for any failure of Midcontinent to provide accurate End User Customer information for 911 or listings in any databases in which NDTC is required to retain and/or maintain such information.

7.2 Directory

7.2.1 Subject to NDTC's practices, as well as the rules and regulations applicable to the provision of White Pages directories, NDTC will include in appropriate White Pages directories the primary alphabetical listings of all Midcontinent End User Customers located within the local directory scope. The rules, regulations and NDTC practices are subject to change from time to time.

7.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by Midcontinent for its End User Customers on a per listing basis.

7.2.3 Liability relating to End User Customer Listings

7.2.3.1 Midcontinent hereby releases NDTC from any and all liability for damages due to errors or omissions in Midcontinent's End User Customer listing information as provided to NDTC under this Attachment, and/or Midcontinent's End User Customer listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.2.3.2 Midcontinent shall indemnify, protect, save harmless and defend NDTC and NDTC's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in Midcontinent's End User Customer listing information, including any error or omission related to non-published or non-listed End

User Customer listing information. Midcontinent shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Midcontinent and NDTC, and/or against NDTC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in Midcontinent's End User Customer listing information in the White Pages directory, NDTC may, at its option, assume and undertake its own defense, or assist in the defense of Midcontinent, in which event Midcontinent shall reimburse NDTC for reasonable attorney's fees and other expenses incurred by NDTC in handling and defending such demand, claim and/or suit.

7.2.4 Each Midcontinent subscriber will receive one copy per primary End User Customer listing of NDTC's White Pages directory in the same manner and at the same time that they are delivered to NDTC's subscribers.

7.3 Operator Services (Operator Call Processing and Directory Assistance)

7.3.1 NDTC Contracts with a Third Party for Operator Call Processing, (OCP) which provides operator handling for call completion (for example, collect, third number billing, and manual calling-card calls).

7.3.2 Upon request from Midcontinent for OCP, NDTC shall route calls to the Third Party Operator Services Provider for Call Processing. NDTC shall charge Midcontinent the same rates as other NDTC local service customers are charged for the following OCP services:

7.3.2.1 Process calls that are billed to Midcontinent End User Customer's calling card.

7.3.2.2 Process person-to-person calls.

7.3.2.3 Process collect calls.

7.3.2.4 Provide the capability for callers to bill a third party and shall also process such calls.

7.3.2.5 Process station-to-station calls.

7.3.2.6 Process operator-assisted DA calls.

7.3.2.7 Adhere to equal access requirements, providing Midcontinent local End User Customers the same IXC access that NDTC provides its own operator service.

7.3.2.8 Exercise at least the same level of fraud control in providing Operator Service to Midcontinent that NDTC provides for its own operator service.

7.3.2.9 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

7.4 Directory Assistance Service

7.4.1 DA Service provides local and non-local End User Customer telephone number listings with the option to complete the non-local call at the caller's direction separate and distinct from local switching.

7.4.2 DA Service shall provide up to two listing requests per call, if available and if requested by Midcontinent's End User Customer at rates charged to other NDTC customers. NDTC shall provide caller-optional directory assistance call completion service at rates set by third party service provider.

7.4.3 Directory Assistance Service Updates

7.4.3.1 NDTC shall update End User Customer listings changes on the same schedule as NDTC updates its own customer listings. These changes include:

7.4.3.1.1 New End User Customer connections
7.4.3.1.2 End user disconnections
7.4.3.1.3 End user address changes

7.4.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.5 Selective Call Routing using Line Class Codes (SCR-LCC)

NDTC is capable of providing SCR-LCC to Midcontinent so that Midcontinent can directly provide operator services to the resold customers. If Midcontinent decides to purchase this service, terms and conditions and pricing shall be negotiated between the Parties.

7.5.1 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

8. Line Information Database

8.1 NDTC will store in its Line Information Database (LIDB) records relating to service only in the NDTC region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

8.2 NDTC will provide LIDB Storage upon written request to Midcontinent's Account Manager stating a requested activation date.

9. Usage Records

9.1 NDTC shall bill Midcontinent for all the usage of operator assistance or directory services generated by their End User Customers.

9.2 NDTC will provide Usage Data for completed calls only for service offerings that NDTC records for itself (e.g., Local Measured Services) and recordings performed on behalf of NDTC for operator services and directory assistance.

9.3 The usage information shall be provided once per month on a paper bill.

Exhibit A

EXCLUSIONS & LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	North Dakota	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days (Note 2)	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	No	No
4	N11 Services	No	No
5	Federal Subscriber Line Charges	Yes	No
6	Nonrecurring Charges	Yes	No
7	Public Telephone Access Svc (PTAS)	Yes	Yes
8	Voice Mail	No	No
9	Private Line including FX (Note 3)	No	No
10	Employee Discount	No	No
11	Centrex	No	No
12	Line of Information	No	No
13	Joint Use Service	No	No
14	Special Billing Number	No	No
15	Lifeline (Note 4)	No	No
16	Deregulated services – Inside wire, ISP, Toll, etc.	No	No
17	Volume Discounts	No	No

Applicable Notes:

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to End User Customers who would have qualified for the promotion had it been provided by NDTC directly.
3. Midcontinent can order services from the access tariff
4. Midcontinent would apply directly for Lifeline support

AREA OF RESALE

Exchange Name

Devils Lake, North Dakota

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Exhibit)

A. Billing number - a number used by NDTC for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by NDTC that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by NDTC in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by NDTC.

E. PIN number - a four-digit security code assigned by NDTC that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Midcontinent.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by NDTC and toll billing exception indicator provided to NDTC by Midcontinent.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to NDTC by Midcontinent for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which NDTC agrees to store in its LIDB certain information at the request of Midcontinent and pursuant to which NDTC, its LIDB customers and Midcontinent shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Midcontinent's provision of billing number information to NDTC for inclusion in NDTC's LIDB. Midcontinent understands that NDTC provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Midcontinent, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to Midcontinent's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.

B. The Midcontinent LIDB information shall be used for the following purposes:

1. Billed Number Screening. NDTC is authorized to use the billing number information to determine whether Midcontinent has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation. NDTC is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by NDTC, and where the last four digits (PIN) are a security code assigned by NDTC.

3. OLNS. NDTC is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Midcontinent from which a call originates.

4. GetData. NDTC is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Midcontinent indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

III. Responsibilities of the Parties

A. NDTC will administer all data stored in the LIDB, including the data provided by Midcontinent pursuant to this Agreement, in the same manner as NDTC's data for NDTC's End User Customer customers. NDTC shall not be responsible to Midcontinent for any lost revenue which may result from NDTC's administration

of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by NDTC in its sole discretion from time to time.

B. Billing and Collection Customers

NDTC currently has in effect numerous billing and collection agreements with various interexchange carriers (IXCs) and billing clearing houses and as such these billing and collection customers (B&C Customers) query NDTC's LIDB to determine whether to accept various billing options from End User Customers. Until such time as NDTC implements in its LIDB and its supporting systems the means to differentiate Midcontinent's data from NDTC's data, the following shall apply:

1. NDTC will identify Midcontinent End User Customer originated long distance charges and will return those charges to the IXC as not covered by the existing B&C agreement. Midcontinent is responsible for entering into the appropriate agreement with IXCs for handling of long distance charges by their End User Customers.

2. NDTC shall have no obligation to become involved in any disputes between Midcontinent and B&C Customers. NDTC will not issue adjustments for charges billed on behalf of any B&C Customer to Midcontinent. It shall be the responsibility of Midcontinent and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. Midcontinent will not be charged a fee for storage services provided by NDTC to Midcontinent, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on NDTC's income) determined by NDTC or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Midcontinent in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

TABLE OF CONTENTS

1. PRE-ORDERING 3
2 ORDERING 3
3 MISCELLANEOUS 4

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.

1.2. Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment.

1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. NDTC and Midcontinent will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the NDTC Operations Handbook via paper copies of End User Customer record information.

1.4. The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. Midcontinent will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC. NDTC reserves the right to audit Midcontinent's access to End User Customer record information. If an NDTC audit of Midcontinent's access to End User Customer record information reveals that Midcontinent is accessing End User Customer record information without having obtained the proper LOA, NDTC, upon reasonable notice to Midcontinent, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. Midcontinent agrees to comply with the provisions of the NDTC Operations Handbook, which are incorporated by reference in this Agreement, and as amended from time to time, provided however, that NDTC furnishes Midcontinent with a copy of the Handbook and relevant amendments in a timely manner.

2.2. Ordering.

2.2.1. Midcontinent shall place orders for services by submitting a local service request ("LSR") to NDTC. NDTC shall bill Midcontinent a service order charge as

specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

2.2.2. NDTC will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3. Provisioning.

2.3.1. NDTC shall provision services during its regular working hours. To the extent Midcontinent requests provisioning of service to be performed outside NDTC's regular working hours, or the work so requested requires NDTC's technicians or project managers to work outside of regular working hours, overtime charges shall apply.

2.3.2. Cancellation Charges. If Midcontinent cancels an LSR any costs incurred by NDTC in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.

2.3.3. Expedited Service Date Charges . For Expedited Service Date Advancement requests by Midcontinent, expedited charges will apply for intervals less than the standard interval as outlined in the NDTC Operations Handbook. The charges as outlined in the Pricing Attachment, will apply as applicable.

2.3.4. Order Change Charges. If Midcontinent modifies an order after being sent a Firm Order Confirmation (FOC) from NDTC, the Order Change Charge will be paid by Midcontinent in accordance with the Pricing Attachment.

2.4. Maintenance and Repair

2.4.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. NDTC and Midcontinent agree to adhere to the procedures for maintenance and repair referenced in NDTC's Operations Handbook, as amended from time to time during this Agreement and as incorporated herein by reference.

2.4.2. If Midcontinent reports a trouble and no trouble actually exists on the NDTC portion, NDTC will charge Midcontinent for any dispatching and testing (both inside and outside the Central Office (CO)) required by NDTC in order to confirm the working status.

2.5. Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

3. MISCELLANEOUS

3.1 Customer Transfer.

3.1.1 Service orders will be in a standard format designated by NDTC.

3.1.2 When notification is received from Midcontinent that a current End User Customer of NDTC will subscribe to Midcontinent's service, standard service order intervals for the appropriate class of service will apply.

3.1.3 Midcontinent will be the single point of contact with NDTC for all subsequent ordering activity resulting in additions or changes to services except that NDTC will accept a request directly from the End User for conversion of the End User Customer's service from Midcontinent to NDTC.

3.1.4 If NDTC determines that an unauthorized change in local service to Midcontinent has occurred, NDTC will reestablish service with the appropriate local service provider and will assess Midcontinent as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable tariff will also be assessed to Midcontinent. These charges can be adjusted if Midcontinent provides satisfactory proof of authorization.

3.2 Misdirected Calls.

3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

3.3 Letter of Authorization.

3.3.1 NDTC will not release the Customer Service Record (CSR) containing CPNI to Midcontinent on NDTC's End User Customer accounts unless Midcontinent first provides to NDTC a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between NDTC and Midcontinent authorizing the release of such information to Midcontinent.

3.3.2 An LOA will be required before NDTC will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from NDTC or from a local service provider other than Midcontinent. Such LOA may be a blanket LOA or such other form as agreed upon between NDTC and Midcontinent.

3.3.3 Midcontinent and NDTC shall each execute a blanket letter of authorization with respect to End User Customer requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal

processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

3.4 Pending Orders. Orders placed in the hold or pending status by Midcontinent will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Midcontinent shall be required to submit a new service request. Incorrect or invalid requests returned to Midcontinent for correction or clarification will be held for thirty (30) calendar days. If Midcontinent does not return a corrected request within thirty (30) calendar days, NDTC will cancel the request.

3.5 Neither NDTC nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in NDTC's Operations Handbook.

3.7 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 the NDTC Operations Handbook. NDTC will make a reasonable effort to notify Midcontinent when a trouble ticket has been closed. After making a reasonable effort to contact Midcontinent to request additional information or to request authorization for additional work deemed necessary, if NDTC is unsuccessful in obtaining information or authorization, NDTC will place trouble tickets in delayed maintenance status.

Pricing Attachment

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change. NDTC shall provide updated versions of the Tariff prior to the effective date of such change.

A. Resale:

1. Discount from Tariff Retail Rates	Interim Rate[1] 17.0%*
2. Denial charge	$ 15.00
3. Restoral charge within 5 business days	
Facility Administration Charge	$ 20.00
Subsequent Charge	$ 12.00
4. Restoral charge after 5 business days	
Facility Administration Charge	$ 20.00
Primary Charge	$ 18.00
5. Selective Router/Line Class Code	
Non-Recurring	$240.00
Recurring	$ 40.00
6. Service Order Charge (LSR)	
Facility Administration Charge	$ 20.00/request*
Primary Charge	$ 18.00/request*
Subsequent Charge	$ 12.00/request*
7. Service Order Cancellation Charge	$ 12.00/request*
8. Expedited Due Date in addition to SOC	$ 32.00/request*
9. Order Change Charge	$ 12.00/request*

* All Tariff rate elements (both recurring and non-recurring) are applied as stated in the applicable tariff. Rate elements listed in this Attachment are not all inclusive. The services available for resale and subject to the resale discount are listed in the Resale Attachment.

B. General Charges:

1. Technical Labor

[1] The Interim Discount Rate for resold services is 17%, subject to a "true-up", as ordered by the North Dakota Public Service Commission (the Commission) on July 26, 2006 which may be changed upon further order from the Commission or by written agreement of the parties. True-up of rate will be accomplished within 60 days of agreement on the final rate or as ordered by the Commission. After a Final Discount Rate is agreed upon or ordered by the Commission, the Interim Discount rate will be replaced with a Final Discount Rate.

Install & Repair Technician:	
Basic Time (normally scheduled hours)	$58.00/hr
Overtime (outside normally schld hrs on schld work day)	$87.00/hr
Trip Charge	$20.00
Call out	Min 2 hours
Central Office Technician:	
Basic Time (normally scheduled hours)	$ 75.00/hr
Overtime (outside normally schld hrs on schld work day)	$112.50/hr
Call out	Min 2 hours
Customer Service Representative	
Basic Time (Normal Scheduled)	$ 58.00/hr
Overtime (outside normally schld hrs on schld work day	$ 87.00/hr
Call out	Min 2 hours