NORTH DAKOTA NETWORK COMPANY
A SUBSIDIARY OF SRT COMMUNICATIONS, INC.

PO Box 2027 • Minot, ND 58702
701-858-1200 • 1-800-737-9130

RECEIVED
JUN 17 2008
PUBLIC SERVICE COMMISSION

June 16, 2008

Illona A. Jeffcoat-Sacco
Executive Secretary, Dir. of Public Utilities
ND Public Service Commission
600 East Boulevard Ave. Dept 408
Bismarck, ND 58505-0480

RE: Wireless Interconnection Agreement Filing

Enclosed for filing with the North Dakota Public Service Commission is a Wireless Interconnection Agreement between Northwest Communications Cooperative and North Dakota Network Co. (dba SRT Wireless).

If you have any questions, please feel free to contact me at 701.858.5233

Thank you,

Julie Lizotte
Director of Regulatory Affairs

Enclosure

WIRELESS INTERCONNECTION AGREEMENT

BETWEEN

NORTHWEST COMMUNICATIONS COOPERATIVE

AND

NORTH DAKOTA NETWORK COMPANY
dba: SRT Wireless

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I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of June 9, 2008 (the "Effective Date"), by and between Northwest Communications Cooperative ("NCC"), P.O. Box 38, Ray, ND 58849-0038, and North Dakota Network Company, ("NDNC") dba: SRT Wireless, with offices located at 3615 North Broadway, Minot, North Dakota, 58703.

2. RECITALS

WHEREAS, NCC is a rural Local Exchange Carrier in the State of North Dakota;

WHEREAS, NDNC is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the state of North Dakota;

WHEREAS, NCC and NDNC exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCC and NDNC hereby agree as follows:

II. Article II

1. DEFINITIONS

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 contract 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:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "As Defined in the Act", means as specifically defined by the Act.

1.3 "As Described in the Act" means as described in or required by the Act.

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

1.5 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

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

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR part 20.

1.7 "Commission" means the Public Service Commission of North Dakota.

1.8 "Effective Date" means the date first above written.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Interconnection" for purposes of this Agreement is the linking of NCC and NDNC networks for the exchange of telecommunications traffic described in this Agreement.

1.11 "Interexchange Carrier" or "IXC" means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic. IXC does not include CMRS providers as herein defined

1.12 "Local Traffic", or "Subject Traffic", is defined for all purposes under this Agreement as telecommunications traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the customer of NDNC is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47CFR20 and 47CFR24. For purposes of determining originating and terminating points of a call on the NDNC network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively.

1.13 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under 47CFR20 , except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47CFR51.5.

1.14 "Major Trading Area" or "MTA" means the Major Trading Area #12 Minneapolis-St. Paul as designated by the FCC.

1.15 "Mobile service" means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the FCC 47CFR20 and 47CFR24

1.16 "Mobile station" means a radio-communication station capable of being moved and which ordinarily does move. 47CFR20 and 47CFR24

1.17 "Non-Local Traffic" - All traffic which is not Local Traffic as defined in Section 1.15 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

1.18 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).

1.19 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.20 "Point of Interconnection (POI)" means the technically feasible point of interconnection where the Parties have agreed to the exchange of Subject Traffic between NCC and NDNC.

1.21 "Party" means either NCC or NDNC, and "Parties" means NCC and NDNC.

1.22 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.15 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is based on NCC's cost of transport and termination.

1.23 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47CFR51.5

1.24 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.25 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47CFR51.5

1.26 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)

1.27 "Transiting Traffic" is traffic that originates from one provider's network; "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

1.28 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. 47 CFR 51.701(c)

1.29 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

This Agreement relates to exchange of traffic between NCC NPA/NXX under OCN 1625, and NDNC NPA/NXX's under OCN 2577. NDNC represents that it is a CMRS provider of communications services to subscribers in MTA No. 12, Minneapolis-St. Paul.

This Agreement is limited to traffic of NCC end user customers for which NCC has authority to carry. This Agreement is limited to traffic of NDNC end user customers or roamers on the NDNC network to which NDNC provides service on a two-way wireless, mobile basis. This Agreement covers only traffic of NDNC end user customers or roamers on the NDNC network that are utilizing a mobile station, as defined in the Communication Act of 1934. This Agreement does not cover traffic of NDNC end user customers that are utilizing customer premise equipment for communications over a wireless local loop or quasi-fixed wireless service, even though the customer premise equipment might be transportable in a quasi-mobile application. This Agreement does not cover traffic of NDNC on a one way mobile basis, sometimes called paging service.

Nothing in this Agreement shall be construed as a waiver by either Party to institute proceedings before the Commission to compel the establishment of interconnection arrangements between NDNC and NCC for wireless local loop service or quasi-fixed wireless services. If NDNC desires to establish interconnection arrangements

with NCC for wireless local loop or quasi-fixed wireless, or paging service, NCC will engage in bona fide negotiations with NDNC to establish interconnection and compensation arrangements for such traffic. In the event said negotiations do not result in mutually satisfactory interconnection and compensation arrangements within a reasonable amount of time, either Party may institute proceedings before the Commission pursuant to section 49-21-09 of the North Dakota Century Code.

The Parties also agree to exchange traffic associated with third-party local providers if an agreement has been made between the originating carrier and both the transiting company and the terminating company.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of NCC and NDNC. The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP message to facilitate full interoperability and billing functions. The costs for SS7 messaging service shall be borne by each Party pursuant to a bill and keep arrangement, meaning that neither Party will bill the other Party for expenses related to SS7 messaging service.

Facility Charges: In a direct interconnection, the Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Recurring charges billed by NCC to NDNC will be shared by the Parties on a proportional percentage basis. This percentage is based on the Traffic Factor as discussed in 5.5 below. The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate carries with it the precondition that the term of this Agreement is for two years.

4.1 Interconnection at Minot: DS3 facilities, DCN circuit 36163MNOTRDPR, are provisioned between NCC's Ray Office (RAY NDXADS2) and NDNC's Parent Network (SRT Communications, Inc.) Tandem Office in Minot, ND (MNOTNDXA01T). Pertaining to this agreement and pertaining to the above mentioned circuit identification number, there is no billing between NCC and NDNC for the DS3 facilities.

A. Landline to Wireless :

1. With respect to **landline to wireless** subject traffic, the traffic originating from NCC's NPA/NXX's under OCN 1625, and terminating to a NDNC's NPA/NXX of 701-XXX rate centered in a NCC Exchange, is routed over the DS3 facilities from NCC's Ray Office to the NDNC network in Minot.

NDNC will bill NCC reciprocal compensation as the rate specified in 5.1 of this agreement.

2. Calls originated by NCC customers to NDNC customers with an NPA/NXX assigned to a wire center located within the local calling area of NCC (including EAS) shall be dialed locally and routed as described in section 4.1(A)1, above, for termination by NDNC to its customers. NDNC shall identify to NCC in writing any such NPA/NXXs.

3. All other wireline to wireless calls involving NPA/NXX for NDNC, OCN 2577, shall be routed to the appropriate Feature Group D terminating tandem in accordance with Telcordia's Local Exchange Routing Guide (LERG).

B. Wireless to Landline:

1. With respect to **wireless to landline** subject traffic, the traffic originating within MTA 12 on NDNC's network under OCN 2577 and terminating to NCC's NPA/NXX's under OCN 1625 will be treated as subject traffic. This traffic will be routed over the DS3 facilities between NCC's Ray office and NDNC's parent network in Minot. NCC will bill NDNC reciprocal compensation at the rate specified in 5.1 of this agreement.

2. Routing of all other wireless to landline calls will be in accordance to Telcordia Traffic Routing Administration instructions.

4.2 Indirect Traffic to NCC. To the extent that NDNC and Qwest have entered into or may enter into contractual arrangements for the delivery of NDNC traffic to NCC's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to NCC's customers, NCC will accept this traffic subject to compensation arrangement as outlined in Section 5 below.

4.3 In the event of NDNC's utilization of interconnections established under this Agreement to provide services to its customers that are outside the scope of this Agreement under Article II.3 (i.e. if NDNC provides wireless local loop or quasi-fixed wireless service or one-way paging service), such action by NDNC shall be deemed a default entitling NCC to disconnect all Type 2 Interconnections established under this Agreement on 24 hours notice. In the event of such a disconnection, NDNC waives any and all claims under any federal or state statute, rule, regulation or common law for loss, liability or damages, including indirect, consequential, incidental or punitive damages, and waives any and all claims for an injunction to be issued by any court or for any order in the nature of an injunction to be issued by any federal or state agency to prevent such a disconnection or to restore interconnection. In the event of a conflict between the terms of this

Section 4.3 and any other terms of this Agreement or applicable statute, rule or regulation, the terms of this Section 4.3 shall prevail.

4.4 The POI for exchange of all Subject Traffic in this agreement will be MNOTNDXA01T.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.15 and is related to the exchange of traffic described in Sections 4.1 and 4.2. Reciprocal compensation is not applicable to traffic that is not originated by NCC customers on NCC's network.

The rate for Reciprocal Compensation shall be $0.0225 per minute.

5.2 Traffic Subject to Terminating Compensation.

Terminating compensation is applicable to all Non-Local Traffic originated on NDNC network and delivered to NCC for termination to its customers as described in sections 4.1.B.1 and 4.2. NDNC shall compensate NCC at NCC's applicable access tariff rates for all Non-Local Traffic.

5.3 Traffic Subject to Originating Compensation

Originating compensation is applicable to all Non-Local Traffic originated by NCC customers on NCC network and delivered to NDNC via the two-way direct trunk group, as provided for in section 4.1.A.1. NDNC shall compensate NCC at NCC's applicable access tariff rates for all Non-Local Traffic.

5.4 Traffic Subject to Transiting Charges

Transiting compensation is applicable to all traffic originated on NDNC network and transited through NCC's facilities. Transiting compensation is billed to NDNC (originating carrier).

The rate for Transiting compensation shall be $0.011283 per minute.

5.5 Calculation of Payments and Billing.

5.5.1 NDNC will compensate NCC for Local and Non-Local Traffic delivered to NCC for termination to its customers, as prescribed and at the rates provided in Sections 5.1, 5.2, and for Non-Local Traffic originated by NCC customers on NCC's network and delivered to NDNC for termination to its customers, as prescribed and at the rates

provided in 5.3, preceding. NDNC will also compensate NCC for transiting traffic, as prescribed and at the rate provided in Section 5.4. NCC will compensate NDNC for Local Traffic originated by NCC customers on NCC's network and delivered to NDNC over the two-way direct trunk group for termination to its customers, as prescribed and at the rate provided in Section 5.1.

5.5.2 NCC shall prepare a monthly billing statement to NDNC which will separately reflect the calculation of Reciprocal Compensation, Transiting Compensation, Originating and Terminating Compensation due NCC. NDNC shall prepare a monthly billing statement to NCC which will separately reflect the calculation of Reciprocal Compensation, Transiting Compensation, Originating and Terminating Compensation due NDNC.

5.5.2.1 Measured usage begins when the terminating recording switch receives answer supervision from the terminating end user and ends when the terminating recording switch receives or sends a release message, whichever occurs first. The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute. Each Party is required to provide the call information needed in order to allow the other Party to determine the appropriate rate to charge. This requirement may be met through provision of detailed usage records provided by intermediate transit carriers such as Qwest or section 5.5.2.2 below.

5.5.2.2 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls they originate that terminate on the other Party's network. The Parties terminating traffic under this Agreement shall issue bills (i.e., the "Billing Party") based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch or equivalent facility.

5.5.3 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a Non-Local Traffic factor to the total traffic volumes in each direction as an estimate of the Non-Local Traffic being exchanged. This factor shall be based on aggregated end user billing initially provided by NDNC. Due to administrative cost, Non-Local factor will not be applied in those circumstances where Non-Local Traffic usage is less than 5% of total traffic (i.e. All traffic will be considered Local and subject to Reciprocal Compensation as described in Section 5.1, above).

5.5.4 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 24 months in age from the date the monthly bill containing said record information was issued.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.3 Each Party is responsible for administering NXX codes assigned to it.

7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

7.5 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Sections 13, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. 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 Term or any renewal term, either Party notifies the other Party of its intent to terminate this Agreement.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 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 notice and opportunity to cure the default

8.2.2 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.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

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

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees , agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 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.

12.2 Except as otherwise provided in Section 11.0, 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.

12.3 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.

13.0 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 47CFR51.3 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). Further, this Agreement is subject to change, modification, or cancellation as

may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

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 Act 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 Act, any effective legislative action or any effective 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 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, 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.

15.0 MOST FAVORED NATION PROVISION

In accordance with 47CFR51.809, NDNC shall be entitled to obtain from NCC any Interconnection/Compensation arrangement provided by NCC to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

16.0 MISCELLANEOUS

16.1 Authorization

16.1.1 NCC is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.1.2 The entities listed on the signature page are either partnerships or corporations duly organized and validly existing and have full power and authority to execute and deliver this Agreement and to perform their obligations hereunder.

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

16.3 Independent Contractors. Neither this Agreement, nor any actions taken by NDNC or NCC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between NDNC and NCC, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by NDNC or NCC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between NDNC and NCC end users or others.

16.4 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, work stoppages, 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.

16.5 Confidentiality

16.5.1 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 16.5.2 of this Agreement.

16.5.2 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.

16.5.3 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.

16.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions.

16.7 Taxes. 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 timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

16.8 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. 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. Any attempted assignment or transfer that is not permitted is void ab initio. 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.

16.9 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.

16.10 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; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To:	To:
Northwest Communications Cooperative Dwight Schmitt P. O. Box 38 Ray, ND 58849-0038	North Dakota Network Company Steve D. Lysne P.O. Box 2027 3615 N. Broadway Minot, ND 58702-2027

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; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

16.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

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

16.13 No Third Party Beneficiaries; Disclaimer of Agency. 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.

16.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

16.16 Scope of Agreement. This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

16.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

16.18 Dispute Resolution. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative 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.

If any claim, controversy or dispute between the Parties cannot be resolved through negotiation, either party shall have the option of referring the matter either to the appropriate regulatory agency or to arbitration. Arbitration may be used only with the consent of both Parties. If Arbitration is used, it shall be resolved by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, shall govern the arbitration of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof subject to review by the Commission. The Parties shall submit a copy of each arbitration opinion to the Commission. The arbitrator's decision shall remain in effect unless the Commission acts to suspend, modify or reject the decision within 45 days.

Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 8 day of June, 2008.

Northwest Communications Cooperative

By: _____

Printed: Dwight Schmitt

Title: General Manager/CEO

North Dakota Network Company

By: _____

Printed: Steve Lysne

Title: General Manager/CEO