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Certified Public Accountants & Consultants

RECEIVED

SEP 25 2012

PUBLIC SERVICE COMMISSION

September 25, 2012

North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Petition for Approval of Amendment to the Interconnection Agreement between Red River Telephone Association and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

Dear Commission:

Please find attached a petition for approval of the interconnection agreement between Red River Telephone Association and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

If you have any questions, please contact me at 651.621.8322 or at tgburns@otcpas.com.

Sincerely,

s/ *Thomas G. Burns*

Thomas G. Burns
Senior Telecommunications Consultant

cc: Jeff Olson
Sheila Paananen

1 **PU-12-756** Filed: 9/25/2012 Pages: 20
Wireless Interconnection Agreement

Red River Rural Telephone Association

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This amendment to the Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between Red River Telephone Association ("Carrier"), and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("CMRS") (each, a "Party" and collectively, "the Parties"), effective as provided below. Due to CMRS acquisitions, this Agreement replaces the agreement previously approved by the Commission in Docket No. PU-05-622, where AT&T Mobility is the successor to Rural Cellular Corporation.

WHEREAS, CMRS is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider.

WHEREAS, Carrier is a rural rate of return telephone company, pursuant to 47 CFR 54.5, holding a certificate of authority to provide local exchange telecommunication services in certain exchanges in the State of North Dakota.

WHEREAS, Carrier and CMRS currently extend and desire to establish arrangements for both indirect and direct interconnection to be allowed in ICA interconnection and the exchange of wireline to wireless and wireless to wireline Traffic between their respective networks for the benefit of the Parties.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of Traffic in accordance with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such Traffic.

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, CMRS and Carrier hereby agree that the following terms shall apply to the exchange of wireless and wireline Traffic between CMRS and Carrier.

1. Definitions. As used in this Agreement, the following terms shall have the meanings specified in this Section. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

    1.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

    1.2. "Central Office Switch" means a switching facility from which telecommunications services are provided, including, but not limited to:

1.2.1. An "End-Office Switch," "End-Office," or "Host Switch" is used, among other things, to terminate telecommunications Traffic to End User Customers.

1.2.2. A "Tandem Switch" is used to interconnect trunk circuits between and among End-Office Switches, aggregation points, points of termination, or points of presence.

1.2.3. A "Mobile Switching Center" or "MSC" is the functional equivalent of a Tandem Switch and an End-Office Switch.

1.2.4. A "Host Remote Switching Arrangement" is an arrangement in which the Carrier has deployed remote switches to serve Carrier exchanges. Host switches are End Office Switches which process calls to/from remote switches. In a Host Remote Switching Arrangement, interconnection will occur at the Carrier's Host Switch to exchange Traffic with Carrier End User Customers served by remote switches.

1.3. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.

1.4. "Commission" means the North Dakota Public Service Commission.

1.5. "Extended Area Service," "EAS" or "EAS Area" means the Carrier's local calling area mandated by the Commission.

1.6. "End User" or "End User Customer" means a calling or called party which originates or terminates Traffic from either Party's network, including Traffic which is routed via a third-party Tandem Switch. Also included in End Users are other wireless service providers' End User Customers which use CMRS' network to terminate Traffic to Carrier's End User Customers.

1.7. "IntraMTA Traffic" means traffic between the Parties' End User Customers, which, at the beginning of the call, originates and terminates within the same Major Trading Area. The origination or termination point on Carrier's network shall be the End Office serving the Carrier's End User. The origination or termination point on CMRS's network shall be the cell site serving the CMRS End User at the beginning of the call.

1.8. "InterMTA Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate in different major trading areas based on the location, at the beginning of the call, of the cell site serving the wireless subscriber and the End Office serving the wireline subscriber.

1.9. "IntraMTA Non-Access Traffic" is a subset of IntraMTA Traffic that originates on the Carrier network and terminates to the CMRS network and is a locally dialed call as mandated by the Commission.

1.10. "Local Exchange Routing Guide" or "LERG" means the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information.

1.11. "Major Trading Area" or "MTA" means a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

1.12. "Minutes Of Use" or "MOU" means utilization of either Party's network expressed in conversation minutes.

1.13. "NPA-NXX" means the central office code or thousand block assigned by the North American Numbering Plan Administrator.

1.14. "Rate Center" means a specific geographical point from which mileage measurement is determined for the application of message telephone end user charges.

1.15. "POI" or "Point of Interconnection" means the point at which the Parties' networks are directly interconnected, or indirectly interconnected, for the exchange of Traffic.

1.16. "Reciprocal Compensation" shall have the meaning described in 47 C.F.R. § 51.701(e).

1.17. "Telecommunications Traffic", for the purposes of determining compensation under this Agreement, means IntraMTA Traffic as defined in 47 C.F.R. Section 51.701(b)(2)..

1.18. "Termination" means the switching of Traffic at the terminating carrier's End- Office Switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.19. "Traffic" means all InterMTA Traffic and Telecommunications Traffic.

1.20. "Transit Service" means Carrier-provided Transport used in the provision of Transit Traffic.

1.21. "Transit Traffic" means traffic exchanged between the CMRS network and a third party carrier utilizing Carrier-provided Transport .

1.22. "Transport" means the transmission by a Party of Traffic from the point of interconnection to the terminating Party's End-Office Switch or MSC that directly serves the called End User Customer. When used in the provision of Transit Service, Transport means traffic exchanged between CMRS and a third party carrier network utilizing Carrier-provided facilities, and includes any necessary Carrier switching,

2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

   The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for Transport and Termination of Subject Traffic or the types of arrangements prescribed by this Agreement.

3. Scope. This Agreement addresses (1) Traffic indirectly exchanged between the Parties' respective networks via the Tandem Switching facilities of a third party; (2) direct interconnection of the Party's networks should a Party desire to establish it; and (3) Carrier provided Transit Service which enables CMRS to send traffic to a third party wireline carrier.

   3.1. The Parties may agree to augment the existing form of indirect interconnection with a direct connection, under the terms set forth in Exhibit B hereto.

   3.2. This Agreement does not provide for the exchange of enhanced services such as paging services or Internet traffic.

4. Transmission and Routing of Traffic.

   4.1. The Parties will interconnect their networks directly and indirectly as specified in the terms and conditions contained herein. POIs set forth in Exhibits A and Exhibit B, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

   4.2. Consistent with the Interim Transport Rule (*See In the matter of Connect America Fund, et al., Report and Order and Further Notice of Proposed Rule Making,* WC Docket 10-90, FCC 11-161 (Released November 18, 2011) at ¶¶ 998-999), when the CMRS' chosen

interconnection point is located within Carrier's service area, each Party is responsible for all transport costs to the interconnection point. When the CMRS's chosen interconnection point is outside Carrier's service area, each Party is responsible for transport to the Carrier's exchange boundary; This Agreement will be amended to incorporate FCC final rules related to the allocation of transport costs for traffic exchanged between CMRS and rural rate of return carriers.

4.3. Each Party may interconnect either directly or indirectly with the other Party. One Party's choice of interconnection method will not dictate the other Party's choice. If one Party chooses to interconnect directly, the other may choose to interconnect indirectly, and vice versa.

4.4. For Mobility transport obligations relating to transport costs of IntraMTA Non-Access Traffic, and pursuant to Section 4.2, Carrier shall work cooperatively with AT&T Mobility to implement the least cost routing solution. If the Parties cannot reach agreement on a least cost routing solution, either Party may have recourse pursuant to Section 14.

4.5. Direct interconnection trunks shall be two-way trunks.

4.6. Two-way direct interconnection trunks shall meet at a point of interconnection on ILEC's service territory boundary or as otherwise agreed upon between the Parties. Each Party shall be responsible for all trunk costs on its side of the point of interconnection. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route Traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

4.7. The Parties will interconnect their signaling networks CCS/SS7 for the exchange of traffic. Traffic and Transit Traffic will be exchanged with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. Neither Party shall assess any rate or charge on the other for the exchange of SS7 signaling data.

4.8. Nothing in this Agreement shall prohibit CMRS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the CMRS brand name and license, provided such arrangements are identified in the Service Attachment(s). Traffic originating on such extended networks shall be treated as CMRS Traffic under the terms and conditions of this Agreement.

4.9. When CMRS has an End User with a number in an NPA-NXX assigned to Carrier's Rate Center(s), Traffic originated by Carrier's End Users and terminating to the CMRS End

User assigned that number shall be included in Carrier's EAS local calling scope or equivalent program.

4.10. Notwithstanding anything herein to the contrary, the Parties agree to route and rate ported Traffic as required by law. The Parties shall exchange such information as is necessary, and agree to such other terms and conditions as may be reasonably required, to facilitate the porting of numbers.

4.11. Where a direct connection between CMRS and Carrier exists (as provided in Exhibit B), the Party that owns the originating switch shall perform an N-1 query prior to routing the call to the other Party's network.

5. Compensation

5.1. Reciprocal Compensation for IntraMTA Traffic exchanged between the Party's networks shall be "bill and keep," meaning neither Party will owe compensation to the other Party for transport and termination of Subject Traffic exchanged.

5.2. InterMTA Traffic: The amount of InterMTA traffic exchanged between the parties over local interconnection trunks is assumed to be *de* minimis; therefore the initial Percent of InterMTA traffic exchanged as set for on Exhibit A is established at zero.

5.2.1. The Percent of InterMTA Traffic set forth on Exhibit A is intended to represent the amount of InterMTA traffic exchanged between the Parties. Should a Carrier traffic study appear to demonstrate the InterMTA traffic exchanged materially differs from the Percent InterMTA Traffic reflected in Exhibit A, CMRS agrees to cooperate in determining the actual location of the originating or terminating cell site for a representative sample of InterMTA traffic records provided, and the InterMTA percentage will be adjusted as described below. Such adjustment may occur no more than once per year.

5.2.1.1. If appropriate traffic studies show that the Percent of InterMTA Traffic set forth on Exhibit A has increased by less than 20 percent, then the adjusted InterMTA percentage will apply prospectively only from the date the amended percentage is approved by the Commission.

5.2.1.2. If appropriate studies show that the Percent of InterMTA Traffic set forth on Exhibit A has increased by 20 percent or more, then the adjusted InterMTA percentage will apply retroactively one year prior to the date the amended percentage is approved by the Commission.

5.2.2. InterMTA Non-Access Traffic: The Parties agree that locally-dialed InterMTA Non-Access Traffic is not subject to the Carrier's access charges.

5.3. Transit Service: When CMRS uses Transit Service to exchange traffic with a third party carrier, the CMRS shall compensate Carrier for CMRS-originated Transit Service at the rate set forth in Exhibit A.

5.3.1. When Transit Traffic originated by a third party is utilizes Carrier Transport, and the third party is not legally obligated to compensate Carrier for the Transit Service as a result of *In the matter of Connect America Fund, et al., Report and Order and Further Notice of Proposed Rule Making*, WC Docket 10-90, FCC 11-161 (Released November 18, 2011) at ¶¶ 998-999, then CMRS, upon notice from Carrier (which notice will be given within a reasonable time after Carrier receives notice from any such third party) will either: (1) establish direct interconnection with such third party; or (2) pay the transit charges for such traffic.

5.4. When Traffic is routed to an IXC, each Party will provide its own access services to the IXC, and each Party will, to the extent applicable, bill its own access service rates to the IXC.

6. Billing and Payment.

6.1. The Parties shall bill each other on a monthly or quarterly basis for the services provided under this Agreement in accordance with the rates and charges set forth in Exhibit A, and/or (if applicable) filed tariffs.

6.2. Each Party shall include sufficient detail of MOUs on its invoices, to the extent such invoices are required under Section 5 above, to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.

6.3. The Parties shall pay invoiced amounts within forty-five (45) days of receipt of the invoice. For invoices not paid when due, late payment charges will be assessed on the past due balance, until paid, at a rate equal to , at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, except as provided in Section 7.

6.4. In the event the Traffic terminated on the Parties' respective networks is at or below the *de* minimus billing level identified in Exhibit A, the Parties agree that the only compensation for such Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party.

7. Disputed Amounts. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the invoiced

amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Parties agree that they will each make a good faith effort to resolve any Disputed Amounts in accordance with Section 14. The billed Party shall pay when due all undisputed amounts to the billing Party. A Party may by notice include a prospective notice of Disputed Amounts applicable to future invoices. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall pay any unpaid Disputed Amount with late charges at the rate of eight percent (8%) per annum calculated from the date the Disputed Amount was originally due upon final determination of such dispute.

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

   8.1. Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

9. Trouble Reporting. In order to facilitate trouble reporting and to coordinate the repair of any interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with such interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact

Carrier	800-417-8685
ATT Mobility	800-638-2822

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, services, or arrangements. Each Party will advise the other

of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

10. Commission Approval. This Agreement will be: submitted for approval by the Commission by Carrier. The Parties shall work cooperatively and take all steps necessary and proper to expeditiously obtain such approval. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission. In the event the Commission rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

11. Term. Subject to Commission approval as provided in the preceding Section, this Agreement shall be effective July 1, 2012, and shall remain in effect for a period of two years. After the initial term of this Agreement, the Agreement shall automatically renew on a month to month basis, subject to termination on ninety (90) days' notice. Notwithstanding a notice of termination or renegotiation, this Agreement shall remain in effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law; or (b) subject to the prior approval of the Commission, the Parties disconnect any connecting facilities or terminate service arrangements.

12. 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 (a) the non-defaulting Party notifies the defaulting Party and the Commission in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the written notice thereof; and (b) neither Party may disconnect service or terminate service arrangements to the other Party without first obtaining the approval of the Commission. The Parties agree to cooperate with each other in any transition resulting from any such discontinuation of connecting facilities or service arrangements in order to minimize the impact to customers which may result from such discontinuance.

13. Liability Upon Termination. Termination of the Agreement 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 for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

14. Dispute Resolution

    14.1. Finality of Disputes - No claims shall be brought for disputes arising from this Agreement (a) more than twenty-four (24) months from the date the Party claiming a

dispute should reasonably have discovered the occurrence of the event which gives rise to the dispute, or (b) beyond the applicable statute of limitations, whichever is shorter.

14.2. Alternative Dispute Resolution - The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit or complaint to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as the remedy with respect to any controversy or claim of $5,000 or less arising out of or relating to this Agreement or its breach. Neither Party shall institute a proceeding in any court or administrative agency to resolve a dispute between the Parties with respect to a controversy or claim of $5,000 or less before seeking to resolve the dispute through the process described in this paragraph. A Party shall initially seek direct negotiation with the other Party to resolve any disputes. If the Parties fail to resolve the dispute within sixty (60) days after a request for direct negotiation, the Parties may then seek relief through a court or administrative agency of competent jurisdiction.

14.3. Except as provided in Section 14.2, a Party may seek relief to resolve disputes arising out of this Agreement through a court or administrative agency of competent jurisdiction.

14.4. Costs - Each Party shall bear its own costs and attorneys' fees for these procedures.

15. Notice of Changes. If a Party makes 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 will provide at least ninety (90) days advance written notice of the nature of the changes and when the change will occur.

16. Warranty. NEITHER PARTY GUARANTEES NOR WARRANTS THE INSTALLATION OF ANY OF THE FACILITIES, OR THE PROVISION OF ERROR-FREE OR INTERRUPTION-FREE TELECOMMUNICATIONS SERVICE. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY. THIS PROVISION SHALL NOT SERVE TO ELIMINATE OR LIMIT ANY COMMISSION QUALITY OF SERVICE OBLIGATIONS IMPOSED ON CARRIER PURSUANT TO APPLICABLE STATE LAW.

17. Limitation of Liability. IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES' ONLY LIABILITY UNDER THIS AGREEMENT IS FOR DIRECT, ACTUAL DAMAGES RESULTING FROM THE CAUSING PARTY'S CONDUCT OR THE CONDUCT OF ITS AGENTS OR CONTRACTORS IN PERFORMING THE OBLIGATIONS CONTAINED IN THIS AGREEMENT. SUCH DIRECT, ACTUAL DAMAGES SHALL NOT EXCEED ONE THOUSAND DOLLARS ($1000.00) PER CAUSE OF ACTION. EACH PARTY'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. This paragraph does not apply to a Party's indemnity obligations.

18. Indemnification. Each Party shall indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the Indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions; Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys' fees.

    18.1. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

19. Survival. Termination of this Agreement 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 for an act or omission occurring prior to the termination or from an obligation expressly stated in this Agreement. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination of expiration of this Agreement.

20. Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business of networks as a result of this Agreement. Any information of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party, its employees, contractors or agents (a "Receiving Party") regardless of form pursuant to this Agreement shall be deemed the property of the Disclosing Party. If a Disclosing Party deems its information provided to the Receiving Party to be "Confidential Information" such information shall, if

written, 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; provided, that the following information shall be deemed Confidential Information, whether or not marked or identified as such: oral or written negotiation, order for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Each Party agrees to treat all Confidential Information as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose Confidential Information to any person without first securing the written consent of the other Party. If any Receiving Party is required by any governmental authority or by applicable law or subpoena to disclose any Confidential 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. 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 Confidential 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 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. The obligations of this Agreement shall survive the termination of this Agreement for a period of three (3) years.

21. Disclaimer of Agency. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. 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.

22. Business Records. Each Party shall keep accurate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as reasonably required for the administration and performance of this Agreement. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purposes is limited to data not in excess of two (2) months in age. A Party's right to request a review is limited to once every twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party

being reviewed will provide reasonable access to necessary and applicable information at no charge to the reviewing Party during normal business hours at a location within the state of North Dakota.

23. Assignments, Successors and Assignees. A Party may not assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a Party may assign this Agreement, or any portion thereof, without consent to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not in any way affect or limit the rights and obligations of the Parties under the terms of this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their lawful successors and assigns. A Party assigning this Agreement to a third party shall give written notice to the Commission and the other Party not less than sixty (60) days in advance of the effective date of the assignment.

24. Independent Contractor Relationship. The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose whatsoever. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours or labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other in accordance with Section 18 for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

25. Force Majeure. Neither Party shall be liable for any delay or failure to perform in accordance with any part of this Agreement from any cause beyond its reasonable control, including, without limitation, acts of nature, acts of civil or military authority, embargoes, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, other major environmental disturbances of unusually severe weather conditions (collectively, a "Force Majeure Event").

26. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth below and shall be (i) delivered personally; or (ii) delivered by express delivery service; or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by facsimile copy. Any such notice given under this Agreement shall be effective upon receipt of the Party.

CARRIER	AT&T MOBILITY
Red River Telephone Association Jeff Olson 510 Broadway Abercrombie, ND 58001	AT&T Mobility LLC 1277 Lenox Park Blvd. Suite 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Phone: 404-499-6086 Fax: 404-986-8452
with copies to:	with copies to: AT&T Services, Inc. Legal Department 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel Phone: 404-335-0710 Fax: 404-927-3618

Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this Section.

27. No Third Party Beneficiaries. This Agreement does not provide any person not a party, assignee or successor to this Agreement and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to this Agreement. Notwithstanding the foregoing, the Parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in the proceedings on behalf of the public interest.

28. 911/E911, O minus. Each Party shall be responsible for its own independent connections to the 911/E911 network and for handling O minus calls.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the Act and the laws of the State of North Dakota and FCC rules and regulations, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall control.

    29.1. Each Party shall remain in compliance with applicable law in the course of performing this Agreement.

29.2. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of applicable law, or acts or failures to act of any governmental entity or official.

29.3. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

29.4. Severability. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

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

29.6. Section 29.5 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed prospectively effective upon execution by the Parties of an amendment to this Agreement and approval of the amendment by the Commission. Should the Parties be unable to reach agreement with respect to the applicability of such decision, order, determination or action, or the resulting appropriate modifications to this Agreement, either Party may commence the dispute resolution process described in Section 14 of this Agreement, it being the intention of the Parties that this Agreement shall be brought into conformity with the then current obligations under applicable laws.

30. Entire Agreement. This Agreement, including the Service Attachment(s) and Exhibits A and B, shall constitute the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

31. Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. No waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and sign by or on behalf of the Party against whom the waiver or consent is claimed. Any waiver of default by the other Party shall not be deemed a waiver to any other default. No course of dealing or failure of either Party to strictly enforce any term, covenant, or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such term, covenant or condition, but the same shall be and remain in full and effect. Any amendment, modification, or supplement to this Agreement shall be filed with the Commission, and approved by the Commission as may be required by applicable law.

32. Counterparts. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed under separate parts which together will constitute a single integrated Agreement.

33. This Agreement supersedes and terminates all previous agreements between Carrier and CMRS Provider (including any of its CMRS operating Affiliates), governing the exchange of traffic between Telecommunications Carriers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first listed below

CARRIER	**CMRS:**
Red River Telephone Association	New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility
Signature	Signature
Jeff Olson	Sheila Paananen
Printed Name	Printed Name
9-24-12	6/14/2012
Date	Date
General Manager	Lead Carrier Relations Manager
Title	Title

RED RIVER TELEPHONE ASSOCIATION - NEW CINGULAR WIRELESS

EXHIBIT A

Reciprocal Compensation Rate

Subject Traffic Transport and Termination (including Tandem Switching) Bill and Keep

Transit Service Rate N/A

InterMTA Traffic
Zero (0) percent of measured traffic (as measured by MOUs) originated by CMRS and delivered to Carrier shall be deemed to be InterMTA Traffic, and shall be subject to Carrier's interstate switched access tariff charges.

Designated LATA Tandem/Provider PLMOMNBN01T/Onvoy

CMRS May Obtain Transit Service From Carrier to the following third-party carriers:

< Third party carrier> <Third party carrier OCN>

<Third party carrier>: (choose one) __is ___is not a rural rate of return ILEC.

Other services

The parties may purchase services not specifically addressed in this Agreement pursuant to the other Party's appropriate tariff or price list.

EXHIBIT B

RED RIVER TELEPHONE ASSOCIATION-NEW CINGULAR WIRELESS

The Parties agree to directly connect their networks as follows:

1. Direct Connection. The Parties agree to directly connect their networks at a POI established at the existing Carrier-[3rd party carrier] meet point between the [ILEC CLLI] Carrier Central Office Switch and the [3rd party CLLI] Central Office Switch. Consistent with Section 4.2 of the Agreement, each Party is responsible for all recurring and non-recurring charges associated with providing facilities from its respective Central Office Switch or Mobile Switching Center to the POI. CMRS is responsible for submitting a meet point billed private line/special access order to [3rd party carrier] and Carrier for [ILEC Switch CLLI] - [3rd party carrier CLLI] transport in DS1 increments. CMRS is also responsible for submitting a trunk order to Carrier in DS1 increments.

2. "Type 2A" Interconnection means a direct one-way or two-way trunk interconnection between a Carrier Tandem and a POI. This direct interconnection shall provide access only to numbers residing in Central Office Switches subtending the Carrier Tandem to which the interconnection is made.

3. "Type 2B" Interconnection means a direct one-way or two-way trunk interconnection between a Carrier End-Office and a POI. This direct interconnection shall provide access only to numbers residing in the Carrier End-Office to which the interconnection is made. Where Carrier exchanges are served by Host-Remote Switching Arrangements, the Type 2B interconnection will be made at the Carrier's host switch.

Location(s) of Type 2A Interconnection: [ILEC Switch CLLI]

Location(s) of Type 2B Interconnection: [ILEC Switch CLLI]