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RECEIVED
DEC 12 2014
NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

December 12, 2014

Re: Wireline Interconnection Agreement for Polar Mutual Aid Corporation and CenturyLink Communications, LLC for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Interconnection Agreement between Polar Mutual Aid Corporation and CenturyLink Communications, LLC for the State of North Dakota.

Contact information for CenturyLink Communications, LLC is as follows:

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
303-383-6553
Legal.Interconnection@centurylink.com

Please contact me at 770-649-1886 or via email at Eileen@Bodamer.com with any questions.

Sincerely,

Eileen M Bodamer, Consultant to Polar Mutual Aid Corporation

Enclosures
Cc (via email): NDPSC@ND.gov
Shari Flanders, Polar Mutual Aid Corporation
Diane Wright, CenturyLink Communications, LLC

1 PU-14-838 Filed: 12/12/2014 Pages: 49
Wireline Interconnection Agreement

Polar Communications Mutual Aid Corporation

Eileen Bodamer

GENERAL TERMS AND CONDITIONS

BETWEEN

Polar Mutual Aid Corporation

AND

CenturyLink Communications, LLC

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AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the ____th day of ____, 20__ (the "Effective Date"), by and between CenturyLink Communications, LLC, ("CLC"), a Delaware corporation, with offices at 100 CenturyLink Drive, Monroe, Louisiana, 71203, and Polar Mutual Aid Corporation ("Polar") with offices at 110 4th Street East, Park River, ND 58270. This Agreement may refer to either Polar or CLC or both as a "Party" or "Parties".

WITNESSETH

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

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

WHEREAS, the Parties wish to engage in certain business relationships specifically for the purposes of fulfilling their obligations pursuant to Sections 251 of the Telecommunications Act of 1996 ("the Act").

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

1. Purpose

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

1.2 Polar has no obligation to establish interconnection service arrangements to enable CLC to solely exchange Information Services traffic. CLC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLC or a Third Party Telecommunications Carrier, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. IP-Enabled Traffic will be treated according to Attachment 4 of this Agreement.

1.3 Except as specifically provided in this Agreement and any attachments hereto, CLC agrees that it is requesting and will use the arrangements under this Agreement for the sole purpose of exchanging Local Traffic and that any exchange of toll traffic will be subject to the appropriate access per each Party's respective tariffs.

1.4 The Parties recognize that Polar is a rural telephone company and is entitled to all rights afforded rural telephone companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and Polar does not waive, any rights including, but not limited to, the rights afforded Polar under 47 USC § 251(f).

2. Term of the Agreement

The initial Term of this Agreement shall be two years ("Initial Term"), beginning on the above Effective Date. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive six-month

periods, unless, not less than one hundred twenty (120) days prior to the end of the Initial Term or any renewal Term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement becomes effective. Within six months of the Effective date of this Agreement, if the Parties fail to order or subsequently fail to maintain services under this Agreement, then either Party may terminate this Agreement upon sixty (60) days written notice.

3. Termination of the Agreement

3.1 Termination upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party has notified the defaulting Party in writing of the alleged default and the defaulting Party has not cured the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

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

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

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

3.2 Liability upon Termination

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

4. Contact Exchange

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

5. Amendments

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

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred

facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void ab initio. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee falls to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

7. Authority

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

8. Responsibility for Payment

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

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or in Polar's applicable tariff. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday that is not observed on a Monday, payment shall be made the prior business day; all other payments shall be due the next business day.

9.2 Billing Disputes Related to Unpaid Amounts:

9.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due, all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under

North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default.

9.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

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

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

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

9.3.2 If CLC should fail to make any payment following the notice under Section 9.3.1, Polar may on thirty (30) days written notice to CLC discontinue the provision of existing services to CLC at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Polar does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and CLC noncompliance continues, nothing contained herein shall preclude Polar's right to discontinue the provision of the services to CLC without further notice.

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

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

9.4 Audits

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

10. Compliance with Laws and Regulations

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

11. Confidential Information

11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. All such material shall be deemed Confidential Information under this Section 11 regardless of whether it is so labelled. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such Terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with §11.2 of this Agreement.

11.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall remand to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or

harm one Party as compared to the other.

13. Dispute Resolution

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

13.1 Informal Resolution of Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 Formal Dispute Resolution

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

13.3 Continuous Service

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

14. Entire Agreement

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

15. Expenses

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

16. Force Majeure

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

17. Good Faith Performance

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

18. Governing Law

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

19. Headings

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

20. Independent Contractor Relationship

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

21. Law Enforcement Interface

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

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

22. Liability

22.1 DISCLAIMER

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

22.2 Limitation of Liability

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

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

22.2.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.3 Intellectual Property

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

23. Joint Work Product

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

inferences shall be drawn against either Party.

24. Multiple Counterparts

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

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. Notices

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

To CenturyLink:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	CenturyLink Law Department Associate General Counsel, Interconnection
STREET ADDRESS	1801 California Street, 9th Floor
CITY, STATE, ZIP CODE	Denver, CO 80202
PHONE NUMBER	303-383-6553
FACSIMILE NUMBER	<<txtNoticeFax>>
EMAIL ADDRESS	Legal.Interconnection@centurylink.co
U.S.Mail Address	ICA-Interconnection Agreements CenturyLink Communications, LLC 4650 Lakehurst Ct., 3d Floor Dublin, OH 43016-3252

To Polar:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Dave Dunning, CEO
STREET ADDRESS	110 4th Street East / P.O. Box 270
CITY, STATE, ZIP CODE	Park River, ND 58270
PHONE NUMBER	701-284-7221

FACSIMILE NUMBER	701-284-7205

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt as confirmed via US Postal or delivery service confirmation.

27. Impairment of Service

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

28. Change in Law

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date ("Applicable Rules") This Agreement is based solely on laws and regulations as they exist today. The Parties understand and agree that it will have to be renegotiated in order to implement any amendment of the Telecommunications Act of 1996 or any effective legislative action, final regulatory order, rule, regulation, arbitration award, and/or dispute resolution procedure under the agreement. Specifically, should the FCC or the Commission make any generally applicable generic determination which revises, modifies or reverses the Applicable Rules, then either party may require that the affected provisions of this agreement be renegotiated in good faith. In that case this Agreement shall then be amended accordingly to reflect the pricing terms and conditions of each such amended rules relating to any of the Agreement's provisions.

29. Regulatory Approval

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

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax

exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party. If either party (Contesting Party) contests the application of any tax collected by the other party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contests, provided that the Contesting Party has paid the tax contested.

CLC is responsible for collecting and remitting directly to the proper agency the 911/E911 fees and telecommunication relay service fees and applicable taxes. Polar will not pay these fees for any services, including resale services, which it provides to CLC.

31. Trademarks and Trade Names

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

32. Non-Waiver

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

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with notice of such election or other action by that Party, forthwith Terminate this Agreement.

34. Intercept Messaging

Each party will make available the following intercept messaging services:

i. Temporary Disconnects for Non-Pay. Polar will have control of the customer's line and will be responsible to provide the intercept message on resold services.

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

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

AGREED TO:

Polar Mutual Aid Corporation

By: _____

Name: Dave Dunning
Title: CEO

Date: 12-5-14

CenturyLink Communications, LLC

By: Diane Wright

Name: Diane Wright
Title: Manager – Contracts Administration

Date: 11/26/2014

Exhibit 1

INTERCONNECTION NETWORK ARRANGEMENTS TABLE LOCAL CALLING SCOPE

Exchange	Local Calling Exchanges
Adams	Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Aneta	Adams, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Northwood, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Arthur	Gardner, Hunter
Brocket	Adams, Aneta, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Cavalier	Adams, Aneta, Brocket, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN), Wallhalla
Crystal	Adams, Aneta, Brocket, Cavalier, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Dahlen	Adams, Aneta, Brocket, Cavalier, Crystal, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Drayton	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Grafton, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Edinburg	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Edmore	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Fairdale	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Fordville	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Galesburg	Hunter, Mayville
Gilby	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)

Exhibit 1 – Interconnection Network Arrangements Table Local Calling Scope (cont'd)	
Exchange	**Local Calling Exchanges**
Hoople	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Grafton, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Hunter	Arthur, Galesburg, Gardner
Inkster	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Lakota, Lankin, Larimore, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Lakota	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Lankin	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Michigan	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Neche	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Nekoma, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN), Walhalla
Nekoma	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Langdon, Lankin, Michigan, Neche, Niagara, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Niagara	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Larimore, Michigan, Neche, Nekoma, Park River, Pembina, Petersburg, St Thomas, St Vincent (MN)
Park River	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Grafton, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Pembina, Petersburg, St Thomas, St Vincent (MN)
Pembina	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Humboldt (MN), Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Petersburg, St Thomas, St Vincent (MN)
Petersburg	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, St Thomas, St Vincent (MN)
St Thomas	Adams, Aneta, Brocket, Cavalier, Crystal, Dahlen, Drayton, East Drayton (MN), Edinburg, Edmore, Fairdale, Fordville, Gilby, Grafton, Hoople, Inkster, Lakota, Lankin, Michigan, Neche, Nekoma, Niagara, Park River, Pembina, Petersburg, St Vincent (MN)

Attachment 1 Resale

Reserved for Use upon Request

Pre-Ordering, Ordering, and Miscellaneous

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1. Pre-Ordering

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

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

1.3 Each Party will obtain access to End User record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC, including without limitation Section 222 of the Act and the FCC's rules in 47 C.F.R. Part 64, subpart U and any successor provisions. Each Party reserves the right to audit the other Party's access to Customer record information for Customers of the auditing Party. If an audit of access to Customer record information reveals that the audited Party is accessing Customer record information without having obtained the proper LOA, the auditing Party, upon reasonable notice to the audited Party, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. Ordering

2.1 Parties agree to order services using an industry standard format submitted via fax or email unless otherwise agreed to in writing by the Parties. Parties will exchange information regarding the method of service ordering upon request.

2.2 Ordering

2.2.1 CenturyLink Communications, LLC, a.k.a. CLC shall place orders for services by submitting a local service request ("LSR") to Polar. Polar shall bill CLC a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

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

2.3 Provisioning

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

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

2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement

requests by CLC, expedited charges will apply for intervals less than Polar's standard interval. The charges as outlined in the Pricing Attachment, will apply as applicable.

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

2.3.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party's plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party's NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

2.4 Maintenance and Repair

2.4.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement.

2.4.2 If one Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office ("CO") required by the other Party to confirm the working status.

2.5 Rates

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

3. Miscellaneous

3. 1 End User Transfer

3.1.1 Service orders will be in an industry standard format unless otherwise agreed to by the Parties.

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

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

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

3.2 Misdirected Calls

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

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

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

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

3.3 Letter of Authorization

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

3.3.2 An LOA will be required before Polar will process an order for services provided in cases in which the End User currently receives Exchange Service from Polar or from a local service provider other than CLC.

3.3.3 CLC and Polar shall each execute a blanket letter of authorization with respect to End User requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

3.4 Pending Orders

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

3.5 The Parties shall return a Firm Order Confirmation and Local Service Request rejection/clarification in accordance with Polar's normal operating intervals.

3.6 Contact Numbers

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Each Party will make a reasonable effort to notify the other Party when a trouble ticket has been closed. After making a reasonable effort to contact the Party reporting trouble to request additional information or to request authorization for additional work deemed necessary, if the other Party is unsuccessful in obtaining information or authorization, the other Party will place trouble tickets in delayed maintenance status.

Pricing Attachment

General

The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change.

Rates and Charges for Transportation and Termination of Traffic

1.	The Reciprocal Compensation termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to an End Office is	*See Note 1*
2.	The Reciprocal Compensation termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is	*See Note 1*
3.	Tandem Transit Service	$0.0040
4.	Entrance / Transport Facility Charges:	Pursuant to NECA Access Tariff FCC No. 5

Miscellaneous Charges

1.	Service Order Request	$20.00
	Applies for each service order submitted (LNP and Resale) for service establishment and changes to existing service	
2.	Expedited Orders	$30.00
	Applies when a negotiated due date is less than the standard interval	
3.	Labor	Pursuant to Polar Local Tariff

Note 1: Pursuant to Attachment 4 of this Agreement.

Interconnection Attachment

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1. General

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between Polar and CLC for the purpose of the exchange of Local Traffic that is originated by an End User of one Party and is terminated to an End User of the other Party, where each Party directly provides Telephone Exchange Service to its End Users physically located in the Exchange Area. Each Party is responsible for all traffic delivered under this Agreement regardless if such traffic is provisioned as wholesale for use by other Customers or by either Party on a retail basis to that Party's End Users.

1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End Users of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

1.3 Rate Arbitrage

1.3.1 Each Party agrees that it will not provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, Customers, third-party carriers, traffic aggregators, and resellers.

1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End Users or any entity to conduct Rate Arbitrage or that permits the End User or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.

1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by Polar, CLC shall be required to obtain any applicable records of any Customer or other third party utilizing CLC's interconnection with Polar. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

2. Physical Connection

2.1 The Parties shall exchange Local Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks at the Point of Interconnection pursuant to this Attachment.

2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR TSV-002275.

2.3 Polar and CLC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local Traffic and toll traffic. Toll traffic will be provisioned on separate trunk groups within the same facility as Local Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction.

2.4 The Point of Interconnection ("POI") will be at a central office or tandem office within the Polar network.

2.5 Trunk Types

2.5.1 Local Interconnection Trunks

2.5.1.1 The Parties will establish local trunk groups for the exchange of Local Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate un-translated traffic to service codes (e.g. 800, 888) over Local Interconnection Trunks.

2.5.1.2 If the Parties' originated Local Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement

2.5.2 Access Trunks

Access traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from Polar's respective tariffs will apply to Access Traffic terminated over the Access Trunks.

2.6 Facility Sizing

The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").

2.7 If CLC's request requires Polar to build new facilities to be used by CLC, and Polar agrees to provide such facilities, CLC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. Polar will not be required to construct facilities that it would not otherwise require.

2.8 The CLC shall be responsible for establishing 911 trunks with the designated 911 vendor. CLC may purchase transport for such 911 trunks from Polar subject to applicable Polar tariff rates.

2.9 Interface Types

Trunks will be provisioned on a DSI or DS3 basis as mutually agreed upon by the Parties.

2.10 Programming

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG. Each Party will program the numbers of the other Party in accordance with industry standard intervals, including without limitation the requirements of the Central Office Code Assignment Guidelines adopted by the Industry Numbering Committee of the Alliance for Telecommunications Industry Solutions, document number INC-95-0407-008, as revised.

2.11 Equipment Additions

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

2.12 Tandem Transit Traffic

2.12.1 Tandem Transit Traffic is Telephone Exchange Service traffic that originates on CLC's network, and is transported through a Polar Tandem to the Central Office of a CLEC, Commercial Mobile Radio Service (CMRS) carrier, or LEC other than Polar, that subtends the relevant Polar Tandem to which CLC delivers such traffic. Neither the originating nor terminating customer is a Customer of Polar. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.12.2 Tandem Transit Traffic Service provides CLC with the transport of Tandem Transit Traffic as provided below.

2.12.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Section 2.5. CLC shall deliver each Tandem Transit Traffic call to Polar with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.

2.12.4 CLC is wholly responsible for establishing separate compensation arrangements with other local exchange carriers, including competitive local exchange carriers, or CMRS carriers with whom it exchanges traffic through Polar's tandem transit service.

2.12.5 CLC shall pay Polar for Transit Service that CLC originates at the rate specified in the Pricing Attachment, plus the third party CLC, Polar, CMRS carrier or other LEC's charges.

2.12.6 Polar will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.

2.12.7 If or when a third party carrier's Central Office subtends a CLC Central Office, then CLC shall offer to Polar a service arrangement equivalent to or the same as Tandem Transit Service provided by Polar to CLC as defined in this Section 2.12 such that Polar may terminate calls to a Central Office of a CLEC, Polar, CMRS carrier, or other LEC, that subtends a CLC Central Office ("Reciprocal Tandem Transit Service"). CLC shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 2.11.

2.12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

3. Compensation

3.1 Facilities Compensation

3.1.1 For Direct Interconnection Facilities, CLC may lease facilities from Polar or from a third party to reach the POI.

3.1.2 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI. Each party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

3.1.3 If CLC chooses to lease Direct Interconnection Facilities from the Polar to reach the POI, CLC shall compensate Polar for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with Polar's network at the rates contained in the applicable Polar tariff; provided, however, that if the CLC elects to lease Direct Interconnection Facilities from a Fiber Meet Point to the POI and that mutually agreed upon fiber meet point is located within the Polar service area, the Parties agree that CLC shall pay for such services pursuant to the National

Exchange Carrier Tariff FCC No. 5 .

3.2 Traffic Termination Compensation

3.2.1 This Section 3.2 is expressly limited to the transport and termination of Local Traffic originated by and terminated to End Users of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and compensation for Local Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

3.2.2 Compensation for access traffic will be in accordance with each Party's access tariffs. In the event that CLC does not have a filed access tariff for access service, CLC agrees to utilize rates that do not exceed Polar's tariffed access rates.

3.3 For the purposes of this Agreement, Jurisdiction of IP-Enabled Traffic is determined by the physical location of the End User originating IP-Enabled Traffic. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment. IP-Enabled Traffic will be treated as either Local Traffic or Switched Access Traffic in accordance with the location of the End User as determined pursuant to this Section 3.3 and Section 4.2

3.4 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to inter-office facilities, access traffic, or wireless traffic; or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the billing arrangement described in this Section.

3.5 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of determining compensation for the call.

4. Routing

4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End Users shall be used to determine the jurisdiction of the Telecommunications Traffic for purposes of determining the appropriate compensation mechanism. Further, for End Users to be considered physically located in the Rate Center such End Users must have valid E911 service with a corresponding record in the serving ALI Database.

4.3 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other

Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

4.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900, etc.) over the Local Interconnection Trunks.

4.5 Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

5. Signaling

5.1 Accurate Calling Party Number ("CPN") associated with the End User originating the call must be provided. Accurate CPN is defined as follows:

i. CPN that is a dialable working telephone number, that when dialed, will reach the End User to whom it is assigned, at that End User's Location
ii. CPN that has not been altered.
iii. CPN that is not a charged party number.
iv. CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
v. CPN that is assigned to an active End User.
vi. CPN that is associated with the Rate Center of the specific End-User Location.

5.2 Signaling

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the local calls. Signaling information shall be shared between the Parties at no charge to either Party.

5.3 Signaling Parameters

Polar and CLC are required to provide each other with the proper signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, and Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, etc. All privacy indicators will be honored. Both Parties will use the location routing number (LRN) associated with the originating number to populate the JIP field. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End User that originated and/or dialed the call, in accordance with Section 4.2 and 5.1.6.

5.4 Grade of Service

Each Party will provision its network to provide a designed blocking objective of a P.01.

6. Network Management

6.1 Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLC and Polar will immediately notify each other of any protective control action planned or executed.

6.2 Mass Calling

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3 Network Harm

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End Users or Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;

6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

7. Proper Classification of Traffic

7.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Parties' obligations under the Agreement to properly classify traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.

7.2 If the terminating Party determines in good faith in any month that any traffic originated by the other Party is classified by the other Party as traffic subject to the compensation rate for Local Traffic or EAS (mandatory or optional) traffic by the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:

7.2.1 The terminating party will notify the originating Party as soon as traffic has been incorrectly classified has been identified. Within one hundred eighty days (180) days of the end of the billing period for the affected traffic, the terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;

7.2.2 The originating Party shall correct the classification for any traffic that was misidentified or unidentified and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or a true-up amounts for the previous 12 months for traffic already billed and paid; and

7.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 8 or 9 of this Attachment, as appropriate.

7.2.4 In the event the originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its dispute within sixty (60) days of notification under 7.1.1 and providing all documentation that is the basis for originating Party's challenge of the terminating Party's claim. If the parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

8. Unclassified Traffic

8.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, may be properly transmitted without all Traffic Identifiers. In such instances, the Parties agree that such traffic shall be considered "Unclassified Traffic" if it can be affirmatively demonstrated that the missing Traffic Identifiers were not stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned by the Party transmitting the traffic or with that Party's knowledge or consent. Otherwise, the traffic shall be considered Misclassified Traffic as described below

8.2 If the percentage of traffic transmitted over Direct Interconnection Facilities under this Agreement with accurate Traffic Identifiers including CPN and JIP in a given month is greater than or equal to 95%, any remaining calls (those transmitted without accurate Traffic Identifiers) transmitted over those Facilities will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. If, however, the percentage of Local Termination Traffic transmitted with accurate Traffic Identifiers (including for this purpose any Misclassified Traffic) in a given month falls below 95%, the Originating Party agrees to pay the terminating Party's intrastate access rates for all

Unclassified Traffic transmitted over Direct Interconnection Facilities for the applicable month.

8.3 Subject to Section 4.3, the following provisions shall apply traffic transmitted from one Party to the other Party via facilities of other carriers:

8.3.1 Traffic that is transmitted in a given month with accurate Traffic Identifiers including CPN and JIP shall be billed at rates consistent with the classification of that traffic.

8.3.2 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is less than 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement during that month.

8.3.3 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is greater than or equal to 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 shall be billed at the terminating Party's intrastate access rates.

8.3.3.1 This Section 8.3.3 shall not apply to traffic not subject to Section 8.3.1 if the transmitting Party uses the facilities of other carriers to transmit traffic because the direct interconnection facilities dedicated to the transmitting Party' s traffic by the receiving Party experienced blocking greater than that permitted in Section 5.4 of this attachment due to lack of sufficient capacity and/or trunks to accept all of the transmitting Party's traffic, and in such cases Section 8.3.2 shall apply to all traffic transmitted via the facilities of other carriers.

8.3.3.2 Section 8.3.3.1 shall not apply if the transmitting Party is responsible for ordering affected facilities from the receiving Party and failed to order sufficient capacity to accommodate its traffic requirements.

8.3.4 For avoidance of doubt, traffic carried by an End User's preferred interexchange carrier shall not be considered traffic transmitted via the facilities of other carriers. Such traffic shall be subject to access charges to be paid by the interexchange carrier in accordance with applicable regulatory requirements.

9. Misclassified Traffic

9.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Traffic Identifiers stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.

9.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.

9.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

Local Number Portability Attachment 5

1. General

1.1 The Parties will offer service provider local number portability ("LNP") in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User porting the telephone number. For a port request to be valid, the End User must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.

1.2 The Parties agree that the industry has established Local Routing Number ("LRN") technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.

1.3 This Agreement does not govern geographic portability where the End User moves outside the rate center. Geographic portability is not allowed under this Agreement.

1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council ("NANC") procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines.

1.5 Service Management System ("SMS") Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center ("NPAC") Service Management System ("SMS").

1.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier and will not be delivered to the end user.

1.8 Porting of Reserved Numbers. End Users of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial ("DID") numbers) to be split in connection with an LNP request. Polar and CenturyLink Communications, LLC, a.k.a., CLC shall permit End Users who port a portion of the DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Obligations of Both Parties

2.1 CLC is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

2.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User; the ported telephone number will be released back to the carrier that is the code bolder or block holder.

2.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.

2.4 Both Parties are currently certified by the Regional NPAC.

2.5 Each Party will designate a Single Point of Contact to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

2.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.

2.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database when it ports the end-user's telephone number to its switch.

Ancillary Services Attachment 6

1. 911/E-911 Arrangements

1.1 Polar utilizes a 911 service provider for the provision of 911/E-911 services. CenturyLink Communications, LLC, a.k.a., CLC is responsible for connecting to the appropriate service provider and populating the applicable database according to the service provider's requirements for doing so. All relations between 911 service provider and CLC are totally separate from this Agreement and Polar makes no representations on behalf of the 911 service provider.

1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End Users.

2. Directory Listings and Directory Distribution

2.1 CLC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 2.2 and 2.3 below, with Polar's Vendor ("Vendor") for directory publications and Directory Assistance Database.

2.2 Listings

CLC agrees to supply Vendor on a regularly scheduled basis, and in a format prescribed by Vendor, all listing information for CLC's subscribers who wish to be listed in any Polar published directory or Polar's Directory Assistance Database for the relevant operating area. It is the responsibility of CLC to submit such listing information in the prescribed manner to Vendor prior to the directory listing publication cut-off date. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require Polar to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with Polar's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as Polar's listings.

2.3 Distribution

Upon directory publication, Polar will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. CLC will supply Vendor, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable Polar to perform its directory distribution to CLC customers. CLC, at the discretion of Polar, will pay Polar for the reasonable and direct cost for directory mailings to CLC subscribers.

2.4 Purchase of Directories

CLC at its discretion may purchase a stock of directories for the CLC to distribute directly to the CLC's End Users. Polar will charge a reasonable price for such directories.

Glossary – Attachment 7

1. General Rule

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

2. Definitions

2.1 Access Service Request ("ASR"). An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

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

2.3 Affiliate. Shall have the meaning set forth in the Act.

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

2.5 Automatic Number Identification ("ANI"). The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 Calling Party Number ("CPN"). A Signaling System 7 ("SS7") parameter that identifies the calling party's telephone number.

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

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

2.9 Commission. Means the North Dakota Public Service Commission.

2.10 Common Channel Signaling ("CCS"). A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 Competitive Local Exchange Carrier ("CLEC"). Any corporation or other person legally able to provide Local Exchange Service in competition with Polar.

2.12 Customer. A subscriber to a Party's retail or wholesale Telecommunications Services.

2.13 Customer Proprietary Network Information ("CPNI"). Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.14 Digital Signal Level 1 ("DS1"). The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.15 Digital Signal Level 3 ("DS3"). The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.16 Direct Interconnection Facilities. Dedicated one-way or two-way transport facilities installed between CenturyLink Communications, LLC, a.k.a., CLC's switch (or its equivalent) and Polar's switch.

2. 17 End Office Switch or End Office. End Office Switch is a switch in which the End User station loops are terminated for connection to trunks. The End User receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.18 End User means a third-party residence or business that is the ultimate subscriber to service(s) provisioned by a Party to this Agreement. End Users include customers of either Party's wholesale Customers.

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

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

2.21 FCC. The Federal Communications Commission.

2.22 Incumbent Local Exchange Carrier ("ILEC"). Shall have the meaning stated in the Act. For purposes of this Agreement, Polar is an ILEC.

2.23 Interexchange Carrier ("IXC"). A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.24 InterLATA Traffic. Telecommunications traffic that originates in one LATA and terminates in another LATA.

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

2.26 IntraLATA Traffic. Telecommunications traffic that originates and terminates in the same LATA.

2.27 Internet Protocol Connection ("IPC"). The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.

2.28 ISDN User Part ("ISUP"). A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.29 Jurisdictional Indicator Parameter ("JIP"). JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-03000 II.

2.30 Local Access and Transport Area ("LATA"). Shall have the meaning set forth in the Act.

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

2.32 Line Information Database ("LIDB"). One or all, as the context may require, of the Line

information databases used by Polar and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Polar and other entities. LIDB also contains validation data for collect and third number billed calls; i.e., Billed Number Screening.

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

2.34 Local Exchange Routing Guide ("LERG"). The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.35 Local Traffic. Any call that originates from an End User physically located in one exchange and Terminates to an End User physically located in either the same exchange, or other mandatory local calling area associated with the originating End User's exchange as defined and specified in Polar's tariff. The exchanges and NPA-NXX of each Party in the Polar tariff are listed in Exhibit 1.

2.36 New Service Provider ("NSP"). When an End-User is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

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

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

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

2.40 Old Service Provider ("OSP"). When an End-User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End-User Customer is disconnecting.

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

2.42 Rate Center. A Rate Center is the finite geographic point identified by a specific V & H coordinate which is used by Polar to measure, for billing purposes, distance sensitive

transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the Polar Exchange Area as defined by the Commission.

2.43 Signaling System 7 ("SS7"). The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). Polar and Midcontinent currently utilize this out-of-band signaling protocol.

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

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

2.46 Tandem Transit Traffic or Transit Traffic. Telephone Exchange Service traffic that originates on CLC's network, and is transported through a Polar Tandem to the Central Office of a CLEC, Commercial Mobile Radio Service carrier, and/or LEC other than Polar, that subtends the relevant Polar Tandem to which CLC delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.47 Tariff. Any applicable Federal or State tariff of a Party, as amended from time to time. For purposes of this agreement, the term tariff shall also be deemed to include any policies or terms and conditions of service that has been adopted by Polar and filed with a regulatory or governmental agency.

2.48 Telcordia Technologies. Formerly known as Bell Communications Research and including whatever operating entity as may subsequently provide such services. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.49 Telecommunications Carrier. Any provider of telecommunications services, except that such Term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.50 Telecommunications Service. The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.51 Telecommunications Traffic. Telecommunications Service traffic exchanged between an ILEC and a Telecommunications Carrier other than a CMRS provider, except for Telecommunications Service traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

2.52 Telephone Exchange Service. Shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.

2.53 VOIP or IP-Enabled Traffic. Any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice

Traffic includes:

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

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