

**AGREEMENT FOR EXCHANGE AND BILLING OF TERMINATING TRAFFIC**

**BETWEEN**

**NEBCOM, INC.**

**AND**

**HUNTEL COMMUNICATIONS**

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## **EAS INTERCONNECTION AGREEMENT**

This Exchange and Billing of Terminating Traffic Agreement (the “Agreement”), is by and between NebCom, Inc., with its address for purposes of this Agreement at 110 East Elk Street, Jackson, NE 68743 (“NebCom, Inc.”), and HunTel Cablevision d/b/a HunTel Communications (“HunTel”) in its capacity as a certified provider of local two-way wireline dial tone service, with its address for this Agreement at 1605 Washington Street, P.O. Box 400, Blair, Nebraska 68008. (NebCom, Inc. and HunTel being referred to collectively as the “Parties” and individually as a “Party.”) This Agreement covers services in the State of Nebraska only (the “State”).

WHEREAS, the mutual exchange and termination of EAS traffic originating on each Party’s network is desirable and necessary; and

WHEREAS, the Parties desire to exchange traffic on terms that are fair and equitable to both Parties.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NebCom, Inc. and HunTel hereby covenant and agree as follows:

**ARTICLE 1**  
**SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Nebraska Public Service Commission (the "Commission") for approval.

This Agreement provides for the reciprocal compensation for the origination and termination of mandatory Extended Area Service (EAS) between the Parties as a result of HunTel's decision to provide local exchange service to residential and business end users via an interconnection arrangement with a third party. Mandatory EAS traffic to HunTel end users located in the exchange of Tekamah from NebCom, Inc. end users located in the exchange of Decatur, as well as mandatory EAS traffic from HunTel end users located in the exchange of Tekamah terminating to NebCom, Inc. end users located in the exchange of Decatur, may be switched at the switch of the third party or through an arrangement agreed to by the parties.

The Parties agree this Agreement is intended to constitute an interconnection requiring negotiations under the rules of the Telecommunications Act of 1996 (the "Act").

Should future network configurations or traffic volumes warrant, other interconnection methods, including direct interconnections between the Parties' tandems and/or end offices, will be negotiated on a nondiscriminatory basis.

Any jointly provided end user service, such as private lines/FX or other types of interexchange services will be provisioned between the Parties in the same manner as those with all other local exchange carriers. The rates for special access type services are contained in the Parties' applicable tariffs.

## **ARTICLE II DEFINITIONS**

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
  - 1.1 Affiliate – a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
  - 1.2 Automated Message Accounting (AMA) – the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telecordia as GR-1100-CORE which defines the industry standard for message recording.
  - 1.3 Basic Local Exchange Service – voice grade access to the network that provides the ability to place and receive calls; touch-tone service and access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer’s choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
  - 1.4 Business Day – Monday through Friday, except for Holidays on which the U.S. Mail is not delivered.
  - 1.5 Commission – the Nebraska Public Service Commission.
  - 1.6 Confidential Information – proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms.
  - 1.7 Customer – NebCom, Inc. or HunTel, depending on the context and which Party is receiving the service from the other Party.
  - 1.8 End User – any customer of the Parties that subscribes to Exchange Service and services associated with Exchange Service.
  - 1.9 Exchange Message Record (EMR) – an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telecordia.



- 1.10 Exchange Service – all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.11 Extended Area Service (EAS) – a telecommunications service which groups two or more exchanges to allow subscribers of one exchange in the group to place and receive 2-way switched communications to and from subscribers in one or more other exchanges in the group without an interexchange toll charge.
- 1.12 Indirect Interconnection – indirect connection between the Parties’ networks for exchange of traffic as a result of a CLEC having a direct physical connection with another Local Exchange Carrier’s tandem at which an ILEC also has subtending end offices.
- 1.13 Interexchange Carrier (IXC) – a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide interLATA and/or intraLATA long distance communications services within the State.
- 1.14 Local Access and Transport Area (LATA) – a geographic area for the provision and administration of communications services; i.e., intraLATA or interLATA.
- 1.15 Local Exchange Carrier (LEC) – any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.16 Local Traffic – traffic that is originated by an end user of one Party and terminates to the end user of the other Party within one Party’s then current local serving area, including Extended Area Service (“EAS”). Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as “optional EAS”. Local Traffic excludes Enhanced Service Provider (ESP) traffic (e.g., Internet, 900-976, etc.) and Internet Protocol based voice or fax telephony.
- 1.17. Party/Parties – NebCom, Inc. and/or HunTel.
- 1.18. Provider – NebCom, Inc. or HunTel depending on the context and which Party is providing the service to the other Party.
- 1.19. Subsidiary – a corporation or other legal entity that is majority owned by a Party.

### **ARTICLE III GENERAL PROVISIONS**

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
  
2. Term and Termination.
  - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date. This Agreement shall become effective upon approval by the Nebraska Public Service Commission. Following the initial term, the Agreement shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
  
  - 2.2 Post – Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
  
  - 2.3 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 notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
    - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
    - (b) A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.

- 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 2.5 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.
3. 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.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. 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, pursuant to this Agreement.
6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties
7. Capacity Planning and Forecasting. Thirty (30) days prior to the exchange of traffic, the Parties agree to meet and to develop joint planning and forecasting responsibilities, which are applicable to Interconnection Services. NebCom, Inc. may delay processing HunTel service orders should HunTel not perform the

obligation as specified in Section 7(c). The parties shall have the following responsibilities:

- (a) The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- (b) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article IV.
- (c) HunTel shall notify NebCom, Inc. promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

8. 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.

9. Confidential Information.

9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms (Confidential Information). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary", or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing information that would constitute customer proprietary network information pursuant to the Act and the rules and regulations of the FCC, one Party's information submitted to the other Party in connection with such responsibilities shall be deemed Confidential Information for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing person(s) having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court of administrative agency having appropriate jurisdiction. The recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld or delayed.

11. Dispute Resolution.

11.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties shall first confer to discuss any dispute arising out of or relating to this Agreement and seek resolution without litigation. In the event the parties cannot resolve the dispute, negotiations as described below will begin.

11.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

11.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission.

Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) business days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 11.2 directly and materially affects service to either Party's end user customer, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial

Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

- 11.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 11.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with this Agreement.
12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes 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.
13. 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.
14. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability or equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or Interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
15. 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 unreasonably delayed, withheld or conditioned.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
17. Standard Practices. The Parties acknowledge that HunTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry.
18. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
19. Independent Contractor Relationship. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
20. Liability and Indemnity.
  - 20.1 Indemnification. Subject to the limitations set forth in Section 20.4 of this Article III, each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for personal injuries, including death, or damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.
  - 20.2 End User and Content-Related Claims. The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the



“Indemnified Party”) from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney’s fees, suffered, made, instituted, or asserted by the indemnifying Party’s end users against an Indemnified Party arising from services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend and hold harmless the Indemnified party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney’s fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party’s end users’ or any other act or omission of the Indemnified Party or such Party’s end users.

- 20.3 Limitation of Liability. Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of actions, whether in contract, indemnity, warrant, strict liability or tort.
- 20.4 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.
21. 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.
22. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
23. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient

if delivered by regular U.S. Mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to NebCom, Inc.:                   NebCom, Inc.  
  Attention: Emory Graffis  
  110 East Elk Street, P.O. Box 66  
  Jackson, NE 68743  
  Telephone Number: 402-632-4321  
  Facsimile Number: 402-632-4770  
  Internet Address: egraффis@nntc.net

If to HunTel:                             HunTel Communications  
  Attention: Mike Jacobson  
  1605 Washington Street, P.O. Box 400  
  Blair, NE 689008  
  Telephone Number: 402-426-6232  
  Facsimile Number: 402-426-6298  
  Internet Address: mjacobson@huntelworld.com

24. Protection.

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

24.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and

the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

25. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both NebCom, Inc. and HunTel.
26. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission (FCC) and/or the Nebraska Public Service Commission, to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
27. Changes in Legal Requirements. NebCom, Inc. and HunTel further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.
28. Effective Date. This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The “effective date” of this Agreement for such purposes will be as established by the Commission approval order..
29. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
30. Rule of Construction. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this agreement.
31. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
32. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith

for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

33. Subcontractors. Parties may enter into subcontracts with third parties or affiliates for the performance of Parties' duties or obligations under this Agreement.
34. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
35. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply the authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
36. Waiver. Failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV  
PROVISION OF SERVICE

1. Transport and Termination of Traffic.

1.1 Traffic to be Exchanged. The Parties shall reciprocally terminate EAS Traffic between the Parties' end users in the exchanges referenced in Article 1 of this Agreement.

1.2 Network Interconnection Architecture. Each Party will plan, design, construct and maintain the facilities within their respective systems as are necessary and proper for the provision of traffic covered by this Agreement. The parties will cooperate to jointly provision the facilities that connect their networks. The actual location of and method to interconnect will be mutually agreed upon by the Parties.

The provisioning and engineering of such services and facilities will comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

All changes in routing and provisioning of facilities shall be agreed upon in writing by the Parties before becoming effective.

ARTICLE V  
COMPENSATION ARRANGEMENT

1. Compensation for Exchange of Local Traffic.

The Parties shall assume that Local Traffic originated by or terminating to the Parties' end user customers is roughly balanced between the Parties. Accordingly, the Parties agree to absorb the costs associated with termination of EAS traffic.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates written below effective as of the date first above written.

NebCom, Inc.

HunTel Communications

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_