

**INTERCONNECTION AGREEMENT
BY AND BETWEEN**

BLAIR TELEPHONE COMPANY

AND

GREAT PLAINS BROADBAND LLC

This Interconnection Agreement (“Agreement”), entered into this January 6, 2021 is entered into by and between Blair Telephone Company (“RLEC”) with offices at 1638 Lincoln Street, Blair, NE 68008-0400 and Great Plains Broadband LLC (“GPB”) a Delaware limited liability company with offices at 1635 Front Street, Blair, NE 68008, herein collectively, (“the Parties”).

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

1.1 The Agreement between the Parties shall consist of the form of the Interconnection Agreement for the State of Nebraska entered into by and between RLEC and Comcast Phone of Nebraska, LLC (“Comcast”), signed June 28, 2019 and effective on August 6, 2019 (“Adopted Agreement”), amended as noted herein. The Adopted Agreement is attached as **Appendix A**.

2. TERM

2.1 This Agreement shall become effective upon approval by the Commission (“Effective Date”) and will remain in force until terminated pursuant to the terms and conditions as set forth in Section 9 of the Adopted Agreement (“Term of the Agreement”).

3. PARTIES

3.1 Great Plains Broadband LLC (“GPB”) is hereby substituted in the Adopted Agreement for Comcast. RLEC shall remain as the other Party to the Agreement.

3.2 The second recital of the Adopted Agreement is replaced in its entirety with the following: “WHEREAS, GPB is a Competitive Local Exchange Carrier authorized by the Commission pursuant to the decision in Case No. C-3573 entered on May 2, 2006 to operate within the State of Nebraska; and”

3.3 The 24-Hour Network Management Contact for GPB (listed in Section 5.2.9 of the Adopted Agreement) is (888) 343-8015.

4. GENERAL

- 4.1 Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 4.2 This Agreement, executed by authorized representatives of RLEC and GPB, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

5. COMPENSATION

Section 6.3 from the Adopted Agreement shall be replaced in its entirety with the following:

All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses (unless the Party provides a change of address):

To RLEC:
 Blair Telephone Company
 Accounts Payable
 PO Box 400
 Blair, NE 68008

AccountsPayable@americanbb.com

To GPB:

Great Plains Broadband
 Accounts Payable
 P.O. Box 408
 Blair, NE 68008

Telephone: 402-456-6452
 AccountsPayable@gpcom.com

6. NOTICES

Section 19.9 from the Adopted Agreement shall be replaced in its entirety with the following:


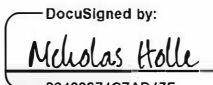
Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) email as provided for herein, (b) delivered by express delivery or personal service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, to the following addresses of the Parties:

<p>To: RLEC</p> <p><u>For Official Notices:</u></p> <p>Joe Jetensky</p>	<p>To: GPB</p> <p><u>For Official Notices:</u></p> <p>Attn: Legal Department</p>
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President Blair Telephone Company PO Box 400 Blair, NE 68008 402.426.6200	Great Plains Communications PO Box 500 Blair, NE 68008 402-456-6445
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or to such other address (s) as either Party may designate from time to time by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) calendar days after mailing in the case of first class or certified U.S. mail.

IN WITNESS WHEREOF, RLEC and GPB have caused this Agreement to be executed by their duly respective authorized representatives.

RLEC		Great Plains Broadband LLC	
By: 	By: 		
Name: <u>Joe Jetensky</u>	Name: <u>Nicholas Holle</u>		
Title: <u>President</u>	Title: <u>Corporate Counsel</u>		
Date: <u>1-5-2021</u>	Date: <u>12-23-2020</u>		

**INTERCONNECTION AGREEMENT
BETWEEN
BLAIR TELEPHONE COMPANY
AND
COMCAST PHONE OF NEBRASKA, LLC**

[Attached]

Interconnection Agreement Application

Applicant #1

Company Name: Blair Telephone Company

Current Authority: Incumbent Local Exchange Carrier

Contact Person: Jane Sutherland

Address: P.O. Box 400

City, State, Zip: Blair, NE 68008

Phone: 402-426-6242 E-Mail: jsutherland@americanbb.com

Applicant #2

Company Name: Comcast Phone of Nebraska, LLC

Current Authority: Competitive Local Exchange Carrier

Contact Person: Beth O'Donnell, Director, Regulatory Affairs

Address: One Comcast Center, 55th Floor

City, State, Zip: Philadelphia, Pennsylvania 19103

Phone: 215-286-5187 E-Mail: Beth_O'Donnell@comcast.com

Type of Filing: SGAT Negotiated

252(i): Provide docket number of the agreement you are adopting: N/A

Amendment: Provide docket number of the original agreement: N/A

Copies of Interconnection Agreement:

- X Have you included an original (signed by both parties) of the agreement/amendment **and** one copy?
- X Have you included **an electronic copy** of the agreement/amendment?
- X **Have you included the \$200.00 filing fee?**

INTERCONNECTION AGREEMENT

BETWEEN

BLAIR TELEPHONE COMPANY

AND

COMCAST PHONE OF NEBRASKA, LLC

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) shall become effective on the date of approval by the Commission (the “Effective Date”) and is made by and between Blair Telephone Company (the “RLEC”) with offices at 1638 Lincoln Street, Blair, Nebraska 68008-0400, and Comcast Phone of Nebraska, LLC, a Delaware limited liability company (“Comcast”), with an office and principal place of business located at One Comcast Center, 55th Floor, Philadelphia, Pennsylvania 19103-2838. For purposes of this Agreement the RLEC and Comcast shall sometimes be referred to as “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the RLEC asserts it is an incumbent rural, rate of return Local Exchange Carrier operating within the State of Nebraska; and

WHEREAS, Comcast is a Competitive Local Exchange Carrier authorized by the Commission pursuant to the decision in Case No. C-4868 entered on November 8, 2016 to operate within the State of Nebraska; and

WHEREAS, the RLEC and Comcast plan to exchange Local Traffic between their networks and agree to establish terms and conditions regarding such traffic exchange and compensation arrangements between them with respect to the exchange of certain traffic as specified below.

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, the RLEC and Comcast hereby agree as follows:

1. DEFINITIONS

The following terms used in this Agreement shall have the meanings as specified below, and, where such terms are defined in the Act, the Parties intend that the definition is to be consistent with the Act:

1.1. “Act” means the Communications Act of 1934, as amended.

1.2. “Affiliate” has the meaning as defined in the Act.

1.3. “Applicable Law” means any and all laws, rules, regulations or guidelines that subsequently may be prescribed by federal or state government authority that, by their respective, require compliance by a Party under this Agreement.

1.4. “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.

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

1.5.1. "End Office Switch" or "End Office" is a switching device that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks;

1.5.2. "Tandem Switch" or "Tandem Office" or "Tandem" is a switching device that has billing and recording capabilities and is used to aggregate traffic and deliver traffic to carriers' aggregation points, points of termination, or points of presence, and to provide switched exchange access services.

1.6. "Certificated Area" or "Certificated Service Area" means the geographic area as established and defined by the Commission within which the RLEC is authorized to provide Local Exchange Service and exchange access service.

1.7. "Commercial Mobile Radio Services" or "CMRS" has the meaning as found in 47 C.F.R. §20.3.

1.8. "Commission" means the Nebraska Public Service Commission.

1.9. "Customer" or "End User" shall mean a third-party residence or business end-user subscriber of Telecommunications Services provided by either of the Parties.

1.10. "Effective Date" means the date of Commission action approving this Agreement.

1.11. "Extended Area Service" or "EAS" is an expanded geographic mandatory Local Calling Area of the RLEC as established and defined by the Commission. EAS provides End Users an expanded local calling scope and contains areas that are outside of the RLEC's Certificated Area.

1.12. "FCC" means the Federal Communications Commission.

1.13. "Interconnection" has the meaning as defined in 47 C.F.R. § 51.5.

1.14. "Local Calling Area" means the mandatory geographic area as established by the Commission for which RLEC's End User can, using the RLEC's Local Exchange Service, dial another End User without incurring a toll charge and includes the Commission-authorized EAS Rate Centers.

1.15. "Local Exchange Service" means the telecommunications service provided within a Local Calling Area in accordance with the exchange carrier's tariffs.

1.16. "Local Traffic" is Telecommunications Services traffic that is exchanged between the Parties and that is originated and terminated within the Local Calling Area as defined herein. For purposes of determining originating and terminating points, the Parties agree to use the "to" and "from" telephone number for purposes of determining the originating and terminating points

1.17. "Local Exchange Carrier" or "LEC" has the meaning as defined in the Act.

1.18. "Meet Point" means, for purposes of the exchange of Local Traffic under this agreement, the physical demarcation location where RLEC interconnects with CenturyLink for the exchange of EAS traffic between their respective End Users.

1.19. "Non-Local Traffic" means all traffic that is not Local Traffic as defined in Section 1.17 hereof.

1.20. "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence of a North American Numbering Plan ten-digit telephone number.

1.21. "NXX" means the three-digit code, which appears as second three (3) digits of a ten-digit North American Numbering Plan telephone number (i.e., NPA-NXX-XXXX).

1.22. "Party" means either the RLEC or Comcast, and "Parties" means the RLEC and Comcast.

1.23. "Point of Interconnection" or "POI" means the mutually agreed upon physical point on the RLEC's network that defines the demarcation between the Parties' respective networks, and therefore each Party's network responsibility and attendant financial and operational obligations on its side of that point, and is used for the mutual exchange of each Party's traffic.

1.24. "Rate Center" means the specific geographic point with a unique vertical and horizontal (V&H) coordinate that may be associated with one or more NPA-NXX codes that have been assigned to a telecommunications carrier such as an incumbent LEC for its provision of basic Local Exchange Service.

1.25. "Reciprocal Compensation" means a reciprocal intercarrier compensation arrangement between two Telecommunication Carriers in which each of the two Telecommunications Carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier. For purposes of this Agreement, reciprocal compensation shall apply solely to Local Traffic.

1.26. "Tariff" means any applicable federal or state Tariff of a Party, price list, standard agreement or other document that is effective and that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.27. "Telecommunications" has the meaning as defined in the Act.

1.28. "Telecommunications Carrier" has the meaning as defined in the Act.

1.29. "Telecommunications Services" has the meaning as defined in the Act.

1.30. "Termination" means the switching of Local Traffic at the terminating carrier's End Office switch, or equivalent facility, and delivery of such traffic to the called Party's Customer's premises or mobile handset.

1.31. "Transiting" or "Transit Service" is the network function to transport Local Traffic that originates on one Party's network, transits a third party provider's network substantially unchanged, and terminates to the other Party's network.

1.32. "Transport" has the meaning as defined in 47 CFR §51.701(c).

2. INTERPRETATION. CONSTRUCTION AND GENERAL REQUIREMENTS.

2.1. References.

2.1.1. All references to Sections, Appendices and Schedules shall be deemed to be references to Sections of, and Appendices and Schedules to, this Agreement unless the context shall otherwise require.

2.1.2. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

2.1.3. Unless the context shall otherwise require, any reference to any agreement, other instrument or third party offering, guide or practice, statute, regulation, rule or Tariff is for convenience of reference only (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2. Incorporation of Tariffs.

2.2.1. Subject to the terms set forth in this Agreement regarding rates and charges, each Party hereby incorporates by reference those provisions of its Tariffs or price lists that govern the provision of any of the services or facilities provided hereunder.

2.2.2. If any provision of this Agreement and an applicable Tariff or price list cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail.

2.2.3. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or price list shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

2.2.4. The Parties agree to give notice of all proposed Tariff or price list changes to the extent required by Commission rules and orders.

2.3. Provisioning of Services.

2.3.1. The Parties agree that they will not be exchanging dial-up Internet Service Provider traffic under this Agreement.

2.3.2. Each Party agrees that it will not knowingly provision any of its services or the exchange of Local Traffic under this Agreement in any manner that permits the circumvention of applicable exchange access charges due and payable to the other Party.

2.3.3. Local Traffic and Non-Local Traffic exchanged between the Parties, regardless of the Customer origination or termination protocol format, shall be compensated in accordance with Section 6 below. The Parties further agree that all Local Traffic and Non-Local Traffic shall be exchanged under this Agreement through the use of TDM protocol.

2.3.4. The Parties acknowledge that the nature of advanced telecommunications technologies may result in transmission of Non-Local Traffic via the Interconnection through the POI; provided however, such traffic should be a de minimis level. "De minimis" for the purposes of the preceding sentence shall mean less than one percent (1%) of the traffic exchanged through the POI. The Parties agree that use of these advanced technologies does not change compensation requirements under applicable law and they wish to establish a means of remedying the issues while reducing the potential for dispute. If a Party via audit or otherwise finds that Non-Local Traffic is being routed via the interconnection established under this Agreement, such Party (the "Notifying Party") will provide the other Party (the "Notified Party") written notice, including the basis for its findings. The Notified Party shall have thirty (30) days to remedy the situation or to invoke the Dispute Resolution terms of this Agreement if it does not agree such traffic is Non-Local. If it is resolved that the Notified Party is routing Non-Local Traffic via the interconnection established under this Agreement, such Party shall pay to the Notifying Party either terminating or originating access charges for all Non-Local Traffic as identified by the Notifying Party based on the directionality of the traffic and pursuant to the applicable Tariff of the Notifying Party. In addition, if it is agreed that the Non-Local Traffic may rise above a de minimis level, the Parties will jointly determine a method to track and pay appropriate compensation for such traffic and amend this Agreement.

2.4. Warranties and Representations and Effect of Breach of Same.

2.4.1. Each Party warrants to the other that it shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

2.4.2. RLEC represents and warrants that it has all necessary authority from the Commission to provide Local Exchange Service within the Certificated Area in the State of Nebraska.

2.4.3. Comcast represents and warrants that it has all necessary certifications from the Commission to provide competitive Local Exchange Service and Telecommunications Services throughout the State of Nebraska.

2.4.4. Should any representation and warranty identified under Section 2.4 be breached, the Parties agree that non-breaching Party shall have the option to immediately convert the arrangements identified herein to the rates, terms and conditions of the non-breaching Party's intrastate exchange access Tariff; provided however, that the non-breaching Party notifies the breaching Party in writing of the alleged breach, including documentation substantiating such breach, and the breaching Party does not remedy the breach, or alternatively invoked the Dispute Resolution terms of this Agreement, within sixty (60) days after receipt of such notice thereof;

provided further that if a breach is confirmed, either by the alleged breaching Party or through Dispute Resolution, the rates terms and conditions of the non-breaching Party's intrastate exchange access tariff shall apply to all traffic during the time of the breach.

2.5. Failure to Respond to a Billing Dispute and Over-Forecasted Traffic.

2.5.1. Notwithstanding anything to the contrary in Section 19.7, herein, where a dispute arises with respect to the exchange of traffic under this Agreement and a Party does not respond to such dispute within sixty (60) days of notice of the dispute being given, the Party sending the dispute notice (the "Notifying Party") may, in its discretion, treat such failure to respond as a default under this Agreement and the Notifying Party may pursue any and all remedies available to it under this Agreement.

2.5.2. The Parties agree that, if there has been an over-forecast of traffic by either Party that requires the other Party to overbuild facilities of at least one DS1 facility or more, the other Party will provide written notice to the Party causing the overbuild of facilities. Upon receipt of the notice, such Party will pay to the other Party its reasonable and documented construction costs for the facility overbuild and the monthly recurring rate as specified in the intrastate tariff rate for each DS1 facility deployed by the Party with overbuilt facilities for the duration of the time the facilities were available for use and not used, by either Party or a third party.

2.5.3. If the Parties are unable to reach agreement on a Party's compliance with this Section 2.5, either Party may invoke the Dispute Resolution terms of this Agreement.

2.6. Traffic Identifiers, Records and Audits.

2.6.1. To ensure proper implementation of this Agreement, the Party originating traffic shall provide all jurisdictional parameters, the Automatic Number Identification ("ANI") or Accurate Calling Party Number ("Accurate CPN"), as defined in Section 2.6.2, (or similar industry standard traffic elements) for all traffic (the "Traffic Identifiers") in order that the terminating Party can properly identify the telephone number associated with the Customer placing the call. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section.

2.6.2. CPN associated with the Customer originating the call must be provided unaltered. Accurate CPN is: (a) a dialable, working telephone number, that when dialed, will reach the Customer to whom it is assigned; and (b) CPN that follows the North American Numbering Standard and can be identified in numbering databases as an active number. Where CPN and/or ANI are not provided on ninety-five percent (95%) of all traffic delivered to the other Party, the Parties agree that the Party receiving such traffic shall provide written notice to the other Party that it has not received CPN or ANI and thereafter the Parties will work cooperatively to determine the cause of the failure to provide CPN or ANI. If it is mutually agreed the cause is a failure by the delivering Party to pass CPN or ANI it has received, the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges for all traffic identified without CPN or ANI. In the event that the appropriate traffic identifiers (*i.e.*, ANI or CPN) are not being passed in the call records, the Parties, upon request by either Party, shall work jointly to

investigate the cause of the missing Traffic Identifiers, and shall work jointly to ensure that the missing Traffic Identifiers are provided. If the Parties cannot reach a resolution, it shall be resolved pursuant to Dispute Resolution terms of this Agreement. If a Party is receiving CPN and/or ANI on at least ninety-five (95%) of all calls delivered by the other Party, the remaining five percent (5%) will be treated as having the same jurisdictional ratio as the ninety-five (95%) of calls with the traffic identifiers.

2.6.3. On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its network that generates an incorrect ANI, CPN or other SS7 parameters than those associated with the originating Customer. If a terminating Party determines in good faith through evaluation of its traffic data and other relevant data over a one (1) month period, that the originating Party is intentionally substituting or generating incorrect Traffic Identifier parameters on traffic exchanged pursuant to this Agreement, the terminating Party shall provide written notification to the originating Party; provided however, the originating Party may invoke the Dispute Resolution terms under this Agreement if it does not agree. If it is resolved that the originating Party intentionally substituted or generated incorrect Traffic Identifiers, the originating Party shall pay the other Party the difference between the compensation paid (if any) and the applicable access charges, plus interest due under the terms of the applicable access Tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect SS7 parameters shall constitute a default of this Agreement subject to Section 9.3 of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures under this Section 2.6.3, a default shall not occur while such dispute is pending.

2.6.4. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents that contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (a) following at least forty-five (45) days' prior written notice to the audited Party; (b) subject to the reasonable scheduling requirements and limitations of the audited Party; (c) at the auditing Party's sole cost and expense; (d) of a reasonable scope and duration; and (e) in a manner so as not to interfere with the audited Party's business operations. No original books or records of the Party being reviewed may leave the premises of the Party being reviewed; provided, however, that where reasonably necessary for the Parties to perform their obligations under this Agreement the Parties agree that in order to support its audit findings, the auditing Party may need copies of documents or information reasonably related to issues within the scope of the audit provided by the audited Party during the audit and that, upon reasonable request, such copies shall be provided by the audited Party unless the Dispute Resolution provisions of this Agreement are triggered by the audited Party. Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion. Each Party shall maintain such relevant records for a

minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

2.7. SS7.

2.7.1. In order to assist in the tracking and monitoring of the traffic that is being exchanged at the POI both Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications.

2.7.2. For all traffic they deliver to the POI, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (“ISUP”) and Transaction Capability User Part (“TCAP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions

2.7.3. All CCS signaling parameters, including, but not limited to, the Jurisdictional Indicator Parameter (“JIP”) and the originating Customer telephone number (including CPN and/or ANI), calling party category, Charge Number, etc. will be provided by each Party in conjunction with all traffic it delivers to the POI pursuant to this Agreement.

2.7.4. All privacy indicators will be honored.

3. SCOPE AND GENERAL RESPONSIBILITIES OF THE PARTIES

3.1. Scope.

3.1.1. This Agreement is intended, inter alia, to set forth terms, conditions and rates to enable specific traffic exchange and Reciprocal Compensation arrangements between the Parties.

3.1.2. Pursuant to Sections 251(a) and (b) of the Act, this Agreement sets forth the terms and conditions for (i) the interconnection of Comcast’s network to RLEC’s network for the purpose of exchanging Local Traffic, (ii) Reciprocal Compensation arrangements between the Parties and (iii) the provision of ancillary functions by Comcast and RLEC. The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, neither Party has waived any applicable rights or exemptions that are provided or available under the Act or under Nebraska law, if any.

3.1.3. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.1.4. No arrangements under this Agreement may be used for the exchange of paging, CMRS or other wireless traffic.

3.1.5. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any

North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned. Parties agree to adhere to all FCC rules and regulations in 47 C.F.R. Part 52; recommendations and best practices of the North American Numbering Council (NANC) that have been approved by the FCC and the guidelines established by the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS) to which the FCC has directed the industry to adhere.

3.1.6. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times. Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).

3.1.7. The Parties will use the trunk group(s) established at the POI to route only Local Traffic to one another, pursuant to the terms and conditions of this Section 3 of the Agreement.

3.1.8. The interconnection and services provided hereunder may be discontinued (e.g., trunks made busy and/or disconnected) by either Party upon thirty (30) days' written notice to the other Party for repeated or willful violation of and/or a refusal to comply with network maintenance and management obligations of this Agreement in any material respect that has been previously communicated in writing to the non-compliant Party or if a Party uses any service provided under this Agreement in any manner that prevents any carrier from using its telecommunications service or destroys the normal quality or privacy of telecommunications service to other carriers or to either Party's Customers. Interconnection shall not be discontinued if the defaulting Party cures or disputes the alleged violation within the thirty (30) day time frame of receipt of the written notice. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance and the other Party may initiate an appropriate action in any such appropriate federal or state agency or governmental entity with competent jurisdiction

3.2. References to NPA-NXXs.

3.2.1. Both Parties warrant and represent that they will maintain the rate center designation of a telephone number and assign telephone numbers in a manner consistent with FCC rules and industry guidelines in a manner consistent with Section 3.1.5.

3.3. Provision of Facilities.

3.3.1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with the terms of this Agreement, to ensure or make arrangements for measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable

industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper Customer on its network.

3.3.2. Each of the Parties is responsible for installing and maintaining a reliable network and is solely responsible for compliance with national emergency communications plans.

3.4. Customer Services.

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

3.5. Network Blocking Standard.

3.5.1. Each Party agrees to adhere to the blocking requirements for interconnection (P.01).

3.6. 911/E911 Connectivity.

3.6.1. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Local Exchange Services.

3.6.2. The Parties acknowledge and affirm that calls to 911/E911 services shall not be routed over the Local Traffic Interconnection trunk group(s). To the extent that a Party incorrectly routes 911/E911 traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

3.7. CALEA Compliance.

Each Party shall:

3.7.1. Solely be responsible for its compliance with Law Enforcement Agencies and the Communications Assistance for Law Enforcement Act ("CALEA")/law-enforcement-related matters.

3.8. Law Enforcement and Civil Process.

3.8.1. With respect to requests for call content interception or call information interception directed at a Party's Customers, the other Party will have no direct involvement in or responsibility for the law enforcement interface.

3.8.2. Notwithstanding Section 3.8.1, and only where the law enforcement agency requests both Parties' involvement, the Parties agree to work jointly in security matters as required to support law enforcement agency requirements for call content interception or call information interception.

3.8.3. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the Customer agrees to indemnify and hold the other Party harmless against any and all such claims.

4. INTERCONNECTION ARRANGEMENTS

4.1. General Description of Interconnection Arrangements.

4.1.1. This Agreement provides for direct and indirect Interconnection arrangements between the networks of the RLEC and Comcast. Additional arrangements that may be mutually agreed to in the future and if necessary and upon request of a Party, will be delineated in an amendment to this Agreement.

4.1.2. The Parties will interconnect their networks for the exchange of Local Traffic as provided for in this Section 4 at the POI as further described and specified in the terms and conditions herein and as listed in Appendix I hereto and incorporated by reference.

4.1.3. For the purpose of Interconnection, either directly or indirectly, the POI serves as the operational and financial responsibility hand-off between the Parties' networks. Comcast shall designate a minimum of one POI on the RLEC network for the Interconnection of their respective networks. The POI must be at a technically feasible point within RLEC's network.

4.1.4. A new POI can be established, or the existing POI reflected in Appendix I moved, only with the consent of both Parties; provided, however, where a new POI is required or an existing POI must be moved such that both Parties comply with the terms of this Agreement to provide Interconnection on a non-discriminatory basis, the Parties will work cooperatively together to establish or move such POI. To the extent either Party requests the other Party to construct new systems or facilities or make modifications to its network, which are otherwise unnecessary for the other Party to comply with the terms of this Agreement to provide interconnection on a non-discriminatory basis, payment terms for costs of such systems or facilities, if any, will be negotiated between the Parties on an individual case basis. Neither Party will construct facilities that require the other Party to build unnecessary facilities as provided for in Section 2.5.2. If the Parties are unable to reach agreement on a Party's compliance with this Section 4.1.4, either Party may invoke the Dispute Resolution terms of this Agreement.

4.1.5. Direct connections shall be at a DS1 transmission level (unless, based on telecommunications industry technical standards and practices, both Parties agree that a higher level of transmission facilities is warranted) and shall be determined by the Parties pursuant to the procedures outlined in Section 5.3 herein.

4.2. Indirect Interconnection.

4.2.1. Indirect Interconnection is an arrangement where the Transit Service of a third party tandem provider is used to switch and deliver Local Traffic calls between the Parties. The Parties acknowledge that for an indirect Interconnection arrangement there is no direct - Interconnection between the Parties' networks. The Parties agree that the mutually agreed-to POI for indirect Interconnection is at the RLEC's current physical Meet Point with CenturyLink

Communications, LLC (“CenturyLink”) as indicated in Appendix I. The Parties further agree that Comcast may use the transit service of CenturyLink which has existing connection to the RLEC in order to exchange Local Traffic with the RLEC. The Parties agree to migrate the use of indirect Interconnection to a Section 4.3 Direct Interconnection arrangement where the level of two-way traffic exchanged between them reaches two hundred forty thousand (240,000) minutes of use per month per End Office Switch for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the “Migration Trigger”). The Parties agree that the level of traffic shall be determined based on the minutes of use exchanged through the indirect Interconnection. Unless both Parties agree otherwise, once the Migration Trigger is met, upon notification by either Party (“Migration Trigger Notice”) the Parties agree to implement the migration to a Section 4.3 Direct Interconnection arrangement. Should the Commission on its own motion or upon request of an interested party issue a subsequent order to the Commission order in C-4165 that, after allowing any interested party to participate in the proceeding leading to such subsequent order, explicitly allows CenturyLink to impose Transit Service charges upon RLEC for facilities between the POI and the CenturyLink tandem (CLLI Code OMAHNENW03T) (the “CenturyLink Tandem”) used for indirect exchange of traffic between RLEC and Comcast, the Parties agree to amend this Agreement accordingly and pursuant to Section 15.

4.2.2. If requested, Comcast shall provide to the RLEC confirmation that Comcast has established the necessary network arrangement with the CenturyLink Tandem contemplated by this provision which would provide Comcast necessary Transport to and from Comcast’s network to the CenturyLink Tandem’s side of the existing Meet Point with the RLEC. For any traffic delivered to a Party, each Party shall utilize its own records, or at its option, records provided by the third party tandem operator that are complete and allow proper billing for the Traffic exchanged, in order to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the third party tandem operator as representative of the traffic exchanged between the Parties.

4.2.3. This arrangement of indirect Interconnection will be subject to renegotiation if by change of law or for any other reason CenturyLink no longer offers Transit Service.

4.3. Direct Interconnection.

4.3.1. Upon Comcast’s request, or where the Migration Trigger noted in Section 4.2.1 above is reached, the RLEC and Comcast shall interconnect their respective networks via the installation of direct Interconnection facilities. For direct Interconnection, the POI shall be located at a technically feasible point within the RLEC’s network and negotiated in good faith by the Parties.

4.3.2. As part of the implementation of direct Interconnection, the Parties will undertake those processes outlined in Section 5 below. Once direct Interconnection is established, both Parties shall route Local Traffic calls to the other Party over the direct Interconnection facilities except in the case of an emergency, temporary equipment failure or technical inability under the circumstances described herein of existing direct Interconnection facilities.

4.3.3. Should Comcast seek to arrange for a portion of the direct Interconnection facilities physically located within the Certificated Area to be provided by the RLEC, the rates for such facilities are noted in Appendix II.

5. **COOPERATIVE PROCESS FOR INTERCONNECTION NETWORK MANAGEMENT, INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

5.1. Joint Network Implementation.

5.1.1. Comcast and the RLEC shall jointly develop an implementation and grooming process for the Interconnection arrangements contemplated in this Agreement which shall define and detail, among other things, the following in 5.1.2 through 5.1.5.

5.1.2. Network blocking, forecasting, utilization and servicing standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

5.1.3. Each Party shall be obligated to be responsive to the other Party regarding the administration and maintenance of trunks;

5.1.4. The provision by each Party of information related to anticipated major network projects and traffic the Parties exchange that enables each Party to make accurate and independent assessments of network service levels and requirements; and

5.1.5. Such other matters as the Parties may agree, including, *e.g.*, where direct Interconnection is used, implementation of high usage trunks to the POI, as sound engineering practices may dictate.

5.2. Installation, Maintenance, Testing and Repair of Interconnection Facilities.

The Parties agree to the following with respect to installation, maintenance, testing and repair of its Interconnection facilities:

5.2.1. Each Party shall undertake reasonable efforts to process the other Party's maintenance requests at no less than parity, in terms of timeliness and manner, which the processing Party provides such service to its own Customers.

5.2.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

5.2.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

5.2.4. Coordinate and schedule testing activities of their own personnel, and as applicable, to ensure Interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

5.2.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.

5.2.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

5.2.7. Immediately report to each other any equipment failure which may affect the Interconnection trunks.

5.2.8. The Parties agree that each will be responsible for all maintenance and repair of trunks/trunk groups on its respective side of the POI. Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble. A maintenance service charge may apply whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the direct Interconnection trunks, and any of the following conditions exist, as mutually agreed by the Parties:

(a) Trouble is found in the Interconnection trunks operated by the Party that is the subject of the dispatch request;

(b) The trouble condition results from equipment, facilities or systems provided by the Party whose personnel were requested dispatched; or

(c) The requested dispatched Party is dispatched and trouble clearance did not otherwise require a dispatch, and upon dispatch in response to a request for repair verification, the Interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access Tariff.

5.2.9. The Parties will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to respond to any network outages, misrouting of traffic, or interference with the other Party's network. Such information may be provided under this section on a Party's website with updates reflected as they occur provided that notice of any web site updates be provided to the other Party.

24-Hour Network Management Contact:

For THE RLEC:

Repair Contact Number: (888) 262-2661

For Comcast:

Repair Contact Number: <https://carriers.xfinity.com/>
NASR_CarrierSupport@cable.comcast.com
Phone: (877) 245-4168

5.3. Forecasting Requirements for Direct Interconnection Trunk Provisioning.

5.3.1. For purposes of implementing direct Interconnection, each Party will provide the other a good-faith, a one year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other. No forecast shall be binding upon either Party.

5.3.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

5.3.3. If a trunk group is under seventy-five percent (75%) of centum call seconds capacity on a monthly average basis for each month of any eighteen (18) month period, either Party may issue an order to resize the trunk group, which will be left with no less than twenty-five percent (25%) excess capacity. Provided however, if less than one trunk group is required, upon request of either Party and subject to the provisions regarding dispute resolution, the Parties will work in good faith to implement indirect Interconnection.

5.3.4. All requests by Comcast to the RLEC to establish, add, change, or disconnect Interconnection trunks will be made using the industry standard Access Service Request.

5.4. Network Management.

5.4.1. Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Comcast and the RLEC will immediately notify each other of any protective control action planned or executed.

5.4.2. Comcast and the RLEC will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.

5.4.3. Neither Party will use any service related to or using any of the services 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 Customers, or 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 occurs 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 and in compliance with any applicable FCC or Commission regulations, but only to the extent necessary (*i.e.*, affecting as few End User Customers or facilities as possible for the minimum time period necessary) to address the specific Network Harm. In case of such temporary discontinuance or refusal, such Party shall:

(a) Promptly notify the other Party of such temporary discontinuance or refusal;

(b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal;

(c) Inform the other Party of its right to bring a complaint to the Commission, FCC or court of competent jurisdiction and

(d) Restore the discontinued or suspended services immediately upon the elimination or reasonable mitigation of the Network Harm.

5.5. Queries.

5.5.1. The Parties recognize that some of the Local Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

5.5.2. For purposes of this Agreement, the Parties agree to perform queries on calls to telephone numbers with portable NXXs per the FCC requirements, which, as of the Effective Date of this Agreement, is N-1 query. Neither Party shall send un-queried calls to the other Party.

5.5.3. If a Party does not fulfill its N-1 carrier responsibility for originating Local Traffic (the "Non-Querying Party"), the Party (the "Querying Party") may, if technically feasible, perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of charges assessed by the Querying Party as identified in Appendix II for "Default Query Service" including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a Third Party Tandem Provider.

6. COMPENSATION

6.1. Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for the exchange of Local Traffic defined in this in this Agreement. For the purposes of applying the definition of Local Traffic, the Parties agree that the term “terminating Local Traffic” shall have the same meaning of the term “Non-Access Reciprocal Compensation” as that term is defined and applied in Part 51 of the FCC Rules. As such, the Parties agree that the compensation of such terminating Local Traffic shall be bill and keep.

6.2. Traffic Subject to Switched Access Compensation.

Access charges apply to all originated and terminated Non-Local Traffic per the terminating Party’s switched access Tariff. For the purposes of applying the definition of “Non-Local Traffic,” the Parties agree that the term shall mean the same as the term as “Access Reciprocal Compensation” as this latter term is defined in 47 C.F.R. § 51.903(h).

6.3. Invoicing under the Agreement.

6.3.1. All RLEC invoices under this Agreement shall be sent to:

John Blimmel
Director, Voice Billing & Finance
Comcast
183 Inverness Drive West
Englewood, Colorado
Telephone: (303) 658-7197
Email Address: John_Blimmel@comcast.com

6.3.2. All Comcast invoices under this Agreement shall be sent to:

Blair Telephone Company
Accounts Payable
P.O. Box 400
Blair, Nebraska 68008
Telephone: (402) 426-6200
Email Address: accountspayable@americanbb.com

7. NOTICE OF NETWORK CHANGES/TECHNOLOGY UPGRADES

7.1. Network Changes.

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

provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network.

7.2. Network Upgrades.

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

8. LOCAL NUMBER PORTABILITY

8.1. General.

8.1.1. In compliance with Part 52 of the FCC's rules, orders and regulations and the North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC, the Parties will mutually provide local number portability ("LNP") services to each other from properly equipped central offices. The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order using the procedures outlined in Section 15 herein.

8.1.2. Prior to sending an LNP request to the other Party, the Parties will exchange the necessary information required to respond to LNP requests. The information may be provided by either Party through an online or other trading partner profile. Each Party will update such information as often as necessary and provide notice to the other Party so as to ensure each Party can respond to porting requests.

8.1.3. The Parties agree to cooperate in performing and coordinating activities required to port Customer telephone number(s) in order to minimize the impact on the Customer.

8.1.4. The Parties agree that intervals for non-simple ports will be four days, as required by FCC rules and orders. Ports that require project management will be subject to negotiations, if requested, consistent with NANC best practices 0067 approved by the FCC.

8.2. Return of Numbers.

8.2.1. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original Customer, the ported telephone number will snapback to the carrier to which it was originally assigned after appropriate time has elapsed for intercept notification.

8.3. Order and Coordinated LNP Activity Charges.

8.3.1. LSR Charges

(a) The Parties shall reciprocally compensate each other for LSR orders at rates provided herein.

(b) When a Party (the "Requesting Party") receives a Customer request to change service from the other Party and retain the Customer's same telephone number(s), the

Requesting Party will submit a Local Service Request (“LSR”) to the other Party. The charge associated with an LSR order is reflected in Appendix II.

8.3.2. Coordinated LNP Activity Charges.

(a) The Party that is porting out the telephone number may charge the other requesting Party for Coordinated LNP activities scheduled outside of the specified hours for addressing such requests as identified in Appendix II at the usual and customary hourly labor rates as identified in the porting Party’s then-existing Commission approved intrastate exchange access Tariff or like mechanism.

(b) A Party receiving a porting request may rely on that request as demonstration that all necessary Customer approvals have been received from the requesting Party to implement the change in local service provider.

8.4. Expedited Order Charge

8.4.1. Expedited order requests will be accepted where reasonable and practical and will be assessed an expedited order charge. The expedited order charge is as agreed to in Appendix II.

8.5. LNP Request Date Modifications/Customer Not Ready

8.5.1. Either Party may request a change in due date prior to the originally scheduled due date without additional charges if the new LNP date request is received during normal business hours and no additional or alternate workforce is needed to complete the modification.

8.6. LNP Request Outside Normal Hours/Additional Work

8.6.1. If an “LNP Date Modifications/ Customer Not Ready” request requires additional internal or outside work force, which will be identified at the time of the request and subject to approval of the Requesting Party, the Requesting Party (*i.e.*, the Porting Party or the New Service Provider for the specific Customer) will be assessed an LNP Date Modification Charge as found in Appendix II.

9. TERM AND TERMINATION

9.1. Initial Term and Renewals.

9.1.1. The initial term of this Agreement shall be for a three (3) year term (“Term”), which shall commence on the Effective Date.

9.1.2. This Agreement shall automatically renew for successive one (1) year Terms, unless at least ninety (90) days prior to the end of the Term or any renewal Term, either Party notifies the other Party of its intent to terminate this Agreement or negotiate a successor agreement.

9.1.3. In the case of a notice to terminate, either Party may request negotiation of a successor agreement until the end of the then-current term of this Agreement.

9.2. Successor Agreement Upon Request.

9.2.1. If either Party requests the negotiation of a successor agreement pursuant to Section 9.1.3, except in cases in which this Agreement has been terminated for default pursuant to Section 9.3, then, during the period of negotiation of the successor agreement, each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective.

9.2.2. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under Section 252(b)(1) of the Act, or any extension as agreed by the Parties, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act; provided that, as specified in Section 252 (a)(2), either Party may, at any time, ask the Commission to participate in the negotiation and mediate any differences; further provided that, if the Parties are unable to negotiate a successor agreement by the end of the Section 252(b)(1) statutory timeframe, or any mutually agreed upon extension thereof, and neither Party submits this matter to the Commission for arbitration, then the Agreement shall terminate at the conclusion of the statutory timeframe or at the end of the extension to the statutory timeframe.

9.3. Termination for Default.

9.3.1. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within sixty (60) days after receipt of written notice thereof.

9.3.2. Notwithstanding anything to the contrary in this Section 9, termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation, which is expressly stated in this Agreement.

9.3.3. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

9.4. Cancellation Charges.

9.4.1. No cancellation charges shall apply.

10. SEVERABILITY

10.1. Non-Severability, Mutually Negotiated, Material Change.

10.1.1. The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable; provided, however, that if any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remaining sections of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement.

10.1.2. If a material change 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 time period, either Party may invoke dispute resolution procedures as set forth in this Agreement.

11. INDEMNIFICATION

11.1. General.

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

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

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

11.2. Duties of the Indemnifying Party.

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

11.2.1. Damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

11.2.2. Claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and

11.2.3. Claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

11.2.4. Notwithstanding this indemnification provision or any other provision in this Agreement, neither Party nor its parent, partners, subsidiaries, Affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.2.2).

11.3. Notice of Indemnification.

11.3.1. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 11, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

12. LIMITATION OF LIABILITY

12.1. General.

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

12.2. Limitation of Liability.

12.2.1. Except as otherwise provided in Section 11 of this Agreement, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

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

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

13.1. **MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE.**

13.1.1. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY

WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.2. THIRD PARTY USE.

13.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14. REGULATORY APPROVAL

14.1. Filing with Regulatory Authority for Approval.

14.1.1. 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.

14.1.2. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification.

14.1.3. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.

14.2. Action Upon Rejection and Change of Law.

14.2.1. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

14.2.2. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

14.3. No Waiver of Position.

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

15. CHANGE IN LAW

15.1. Agreement Subject to Law.

15.1.1. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws.

15.2. Process Applicable to Changes in Law.

15.2.1. To the extent required by any such subsequently prescribed law, rule, regulation or guideline ("Changed Law"), either Party may, by providing written notice to the other Party, request that the Parties negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such Changed Law.

15.2.2. The Parties agree that they will seek to resolve the incorporation into the Agreement of any provisions specifically required by the Changed Law within ninety (90) days of the request for negotiation described herein, or a mutually agreed extension, and, if no agreement is reached, may seek Commission resolution of any unresolved issues.

16. DISPUTE RESOLUTION

16.1. General.

16.1.1. 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.

16.1.2. 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.

16.2. Informal Resolution of Disputes.

16.2.1. At the written request of a Party, each Party will, within fifteen (15) days of such request, 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.

16.2.2. The Parties intend that non-lawyer, business representatives conduct these negotiations, with the location, format, frequency, duration, and conclusion of these discussions left to the discretion of the representatives.

16.2.3. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

16.2.4. 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; provided however, that 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.

16.3. Formal Dispute Resolution.

16.3.1. If negotiations conducted pursuant to Section 16.2 fail to produce an agreeable resolution within ninety (90) days of the request, or other extension as agreed by the Parties, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided however, that upon mutual agreement of the Parties such disputes may also be submitted to binding commercial arbitration.

16.3.2. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbiter.

16.4. Continuous Service.

16.4.1. 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 payment obligations including making payments in accordance with this Agreement.

17. COORDINATION WITH TARIFF TERMS

17.1. General.

17.1.1. Subject to the provisions of Section 2.2 hereof, and where otherwise explicitly noted in this Agreement, the Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements.

17.2. Current Versions.

17.2.1. To the extent a Tariff or price list of the Providing Party applies to any service, facility, and arrangement described herein such as, by way of example only, the delivery or termination of Non-Local Traffic, the Parties agree as that those rates and charges for services, facilities, and arrangements that reference a rate contained in an existing Tariff or price list of the Providing Party, shall conform with those contained in the then-effective Tariff and vary only in accordance with any changes that may be made to the Tariff or price lists rates and charges subsequent to the effective date of the Tariff or price list.

18. COMPLIANCE WITH LAWS

18.1. General.

18.1.1. The terms and conditions of this Agreement shall be subject to any and all Applicable Law, rules or regulations that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations as provided for in Section 15, above.

18.2. Addressing Future Regulatory Actions.

18.2.1. The Parties recognize that the FCC has issued and may continue to issue the regulations implementing the Act that affect certain terms contained in this Agreement.

18.2.2. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC regulations, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency and amend the affected provision(s).

18.3. Non-Regulatory Changes in Applicable Law.

18.3.1. In the event any change in Applicable Law other than FCC regulations requires modification of any material term(s) contained in this Agreement or if any of the definitions that are expressly taken from the Act are amended in any material fashion, either Party may request a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby.

18.3.2. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary via an amendment, and the remaining provisions of this Agreement shall remain in full force and effect.

18.4. Jurisdiction of Claims.

18.4.1. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act.

18.4.2. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission.

18.4.3. In all other respects and as provided for in Section 19.5, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

19. MISCELLANEOUS

19.1. Authorization.

19.1.1. The RLEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

19.1.2. Comcast is a limited liability company or corporation as applicable duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

19.2. Independent Contractor.

19.2.1. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties.

19.3. Force Majeure.

19.3.1. Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: extreme weather conditions, fire, explosion, power failure that exceeds back up power requirements under law or regulation, acts of God, war, revolution, civil commotion, or acts of terrorism; any law, order, regulation, ordinance or requirement of any government or legal body; boycotts; or delays caused by the other Party or any other circumstances beyond the Party's reasonable control.

19.3.2. In such event, the affected Party:

(a) Shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of any interference with the affected Party's obligations under this Agreement (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the Force Majeure event causing the interference); and

(b) Shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

19.3.3. Each Party agrees to treat the other Party in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure event.

19.4. Confidentiality.

19.4.1. All information, including but not limited to specification, copies, whether paper or electronic, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with Customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electronic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

19.4.2. Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

19.4.3. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) Was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) Is or becomes publicly known through no wrongful act of the receiving Party; or

(c) Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) Is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) Is approved for release by written authorization of the disclosing Party; or

(f) Is required to be made public by the receiving Party pursuant to Applicable Law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

19.4.4. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

19.4.5. The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or may destroy all such Confidential Information with confirmation to Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party knowingly loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

19.4.6. In the event that either Party obtains information about the other Party's Customer whose privacy is protected by Section 222 of the Act, the obtaining Party agrees to protect the privacy of such information about the other Party's Customer in accordance with Section 222.

19.5. Choice of Law.

19.5.1. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

19.6. Assignment.

19.6.1. Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, with the other Party's prior written consent, which consent shall not be unreasonably withheld.

19.6.2. Any assignment or delegation in violation of this Section 19.6 shall be void and ineffective and constitute a default of this Agreement.

19.6.3. No consent will be required in the event of assignment to a parent owning a majority of the Party, or a majority owned subsidiary of the Party, provided that such assignment shall not relieve the assigning Party of its obligations hereunder unless otherwise agreed to by the Parties.

19.7. Handling of Billing and Payment; Disputed Amounts.

19.7.1. In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days after the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the next business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

19.7.2. Billing Disputes for Unpaid Amounts. If any portion of any amount due to a Party (the "Billing Party") under this Agreement is withheld and subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, within sixty (60) 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.

(a) The Billed Party shall pay when due all undisputed amounts to the Billing Party.

(b) The Parties will work together in good faith to resolve issues relating to the disputed amounts.

(c) If the dispute is resolved such that payment of the disputed amount is required, whether for the original amount or for the settlement amount, the Billed Party shall pay the full disputed or settlement amounts with interest calculated from the original due date 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 applicable Nebraska law.

(d) If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts, and any late payment or interest charges if applicable, within two (2) billing cycles following the date of resolution of the dispute.

(e) If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) calendar days after delivery to the Billing Party of notice of the Disputed Amounts, the Dispute Resolution procedures in Section 17 shall be used.

(f) Notwithstanding anything to the contrary herein, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity if unpaid undisputed amounts become more than ninety (90) days past due, provided that the Billing Party gives an additional thirty (30) days' notice and opportunity to cure the default.

19.7.3. Billing Disputes for Paid Amounts. If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is six (6) months after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing Party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 19.7.2(c) hereof.

19.7.4. The Parties agree that all negotiations pursuant to this Section 19.7 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

19.8.1. Each Party shall comply immediately with its obligations as set forth above;

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

19.8.3. The provisions of Section 11.0 and Section 12.0 shall survive termination or expiration of this Agreement.

19.9. Notices.

19.9.1. Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) email as provided for herein, (b) delivered by express delivery or personal service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, to the following addresses of the Parties:

To: Comcast	To: Blair Telephone Company
Richard Chapkis Senior Deputy General Counsel Comcast One Comcast Center, 55 th Floor Philadelphia, Pennsylvania 19103 Email: Richard_Chapkis@comcast.com. Tel. (215) 286-5237	Jane Sutherland Regulatory Manager PO Box 400 Blair, NE 68008 Email: jsutherland@americanbb.com Tel. (402) 426-6242
With a copy to: Beth O'Donnell Director, Regulatory Affairs Comcast One Comcast Center, 55 th Floor Philadelphia, Pennsylvania 19103 Email: Beth_O'Donnell@comcast.com. Tel. (215) 286-5187	With a copy to: Paul M. Schudel Woods & Aitken LLP 301 South 13th Street, Suite 400 Lincoln, NE 68508-2578 Email: pshudel@woodsaitken.com Tel. (402) 437-8509

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

19.10. Joint Work Product.

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

19.11. No Third Party Beneficiaries; Disclaimer of Agency.

19.11.1. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

19.11.2. Except for provisions herein expressly authorizing a Party to act for the other Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

19.11.3. 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.

19.12. No License.

19.12.1. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party.

19.12.2. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights. This provision shall not be construed to prohibit either Party from identifying the other Party in truthful advertisements under "fair use" principles of applicable law. Nothing in the preceding sentence shall be construed to expand or contract either Parties' rights or obligations under "fair use" principles of applicable law.

19.12.3. 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 Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party; provided however, that each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

19.13. Entire Agreement.

19.13.1. The terms contained in this Agreement and any Appendix, Tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to

the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

19.14. Counterparts.

19.14.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.15. Modification, Amendment, Supplement, or Waiver.

19.15.1. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

19.15.2. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

19.15. Successors and Assigns.

19.15.3. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

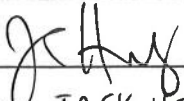

19.16. Publicity.

19.16.1. Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

19.17. Taxes and Fees

19.17.1. 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 expressly is permitted by law 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 exempt from taxes, fees or surcharges, the purchasing Party shall furnish the providing Party a proper resale, tax or other exemption certificate, including a USF exemption certificate, as authorized or required by statute or regulation by the jurisdiction providing said resale or other exemption. To obtain the exemption the purchasing Party shall timely provide applicable tax exemption or resale certificates or forms to the providing Party. For the avoidance of doubt, each Party shall be responsible for any taxes or fees based on its income or receipts and for personal property taxes on property it owns or leases, for franchise, privilege or similar taxes or fees imposed on its own business or resulting from its own business activities. The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Comcast Phone of Nebraska, LLC	Blair Telephone Company
By: <u></u>	By: <u></u>
Name: <u>JACK HENEY</u>	Name: <u>Joe Jeter</u>
Title: <u>VP + GM</u>	Title: <u>President/G.M.</u>
Date: <u>6/28/19</u>	Date: <u>6-24-2019</u>

Appendix I

Indirect Network Connection Information Establishing POI on the RLEC's Network

The RLEC Switch CLLI	The RLEC Rate Centers	Meet Point	Comcast CLLI
BLARNEXHDS1	Blair*	RLEC's current physical Meet Point with CenturyLink	OMAHNENWXNX

Direct Network Connection Information Establishing POI on the RLEC's Network

The RLEC Switch CLLI	The RLEC Rate Center	Address of POI Located Within the Network of the RLEC	Comcast CLLI
BLARNEXHDS1	Blair*	TBD	TBD

* Blair's Local Calling Area includes the Kennard and Ft. Calhoun exchanges. Interconnection by Comcast, either on a direct Interconnection or indirect Interconnection basis, with RLEC's Blair Rate Center will provide for local calling treatment for Kennard and Ft. Calhoun exchanges based on the Comcast end users being within the Local Calling Area of Blair. The Parties will provide Local Number Portability as provided for in this Agreement in the Blair, Ft. Calhoun and Kennard Rate Centers.

APPENDIX II (RATE TABLE)

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. RLEC Services, Facilities, and Arrangements:

	RLEC Service	Non-recurring	Recurring
1.	Reciprocal Compensation for Local Traffic	None	None

B. CLEC Services, Facilities, and Arrangements:

	CLEC Services	Non-Recurring	Recurring
1.	Reciprocal Compensation For Local Traffic	None	None

C. RLEC charges for direct interconnection facilities physically located within the certificated area:

Channel mileage per mile or portion thereof:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

Channel termination charge per channel:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

Trunk Ordering Charge:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

D.	CLEC/RLEC Expedited Order Charge*:	ICB
E.	CLEC/RLEC LNP LSR Charge*:	\$12.00
F.	CLEC/RLEC LNP Date Modification Charge*:	\$ 12.00
G.	CLEC/RLEC Additional Testing Charge*	\$60.00 based on a minimum of one hour.
H.	CLEC/RLEC Third Party Charges incurred for Default Query Service*	<i>Pass-Through.</i>

**Reciprocal Charges*