FINAL C-1893

GCC Reciprocal Transport and Termination Agreement

This Reciprocal Transport and Termination Agreement (the "Agreement") is effective as of January 1, 1998 (the "Effective Date"), between GCC License Corporation ("GCC") with offices at 2001 NW Sammamish Road, Issaquah, Washington 98027 and The Blair Telephone Company ("Carrier") with offices at 1638 Lincoln Street, Blair, Nebraska 68008. GCC and Carrier are each individually a "Party" and are together the "Parties" to this Agreement.

GCC is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Carrier and GCC agree to exchange wireline to wireless and wireless to wireline traffic for the benefit of the Parties. Services provided by Carrier to GCC under this Agreement are provided pursuant to GCC's status as a CMRS provider.

WHEREAS, the Parties currently extend arrangements to one another allowing for the transport and termination of wireline to wireless and wireless to wireline traffic over each other's network facilities between each other's subscribers; and

WHEREAS, the Parties wish to establish an arrangement for the mutual exchange of and reciprocal compensation for local telecommunications traffic in accord with the Telecommunications Act of 1996.

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

1. **Definitions**. Except as otherwise defined in this Agreement, capitalized terms used herein shall have the meanings set forth below:

(a) "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.). as amended by the Telecommunications Act of 1996, and as from time to time amended and interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.

(b) "CMRS" or "Commercial Mobile Radio Service" has the meaning given such term in the Act.

(c) "Commission" means the Nebraska Public Service Commission.

(d) "Local Calling Area (LCA)", as defined in 47 C.F.R. § 51.701(b)(2), is a geographic area defined by the MTA within which GCC provides CMRS services where local transport and termination rates apply excluding roaming traffic as set forth in FCC 1st Order, para. 1043.

(e) "Local Wireless Traffic" for purposes of this Agreement means traffic which originates and terminates, based on the location of the wireless subscriber and wireline end user at the commencement of the call, within the same LCA.

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

(g) "Non-Local Wireless Traffic" is the completion of interMTA calls, based on the location of the wireless subscriber and the wireline end user at the commencement of the call, and the completion of that roaming traffic, as defined in FCC 1st Order, par. 1043, to which switched access charges are applicable.

(h) "Point of Interconnection" is the Carrier's end office switch through which a call is terminated.

(i) "Reciprocal Compensation Credit" is a monetary credit described on Schedule A for wireline to wireless traffic which is originated by a wireline subscriber of Carrier and terminates to a subscriber of GCC within the LCA. If traffic patterns change from these reflected in Schedule A, the Reciprocal Compensation Credit shall be changed upon mutual agreement of the Parties to reflect such difference.

(j) "Transit Traffic" is traffic that originates from one provider's network, transmits across one or more telecommunication carrier's network substantially unchanged and terminates to yet another provider's network.

(k) "Wireless Traffic" for purposes of this Agreement, means all calls in either direction between a user of GCC's CMRS (where GCC provides the wireless equivalent of dial tone to the user) and an end user served by Carrier.

(l) Terms not otherwise defined in this Agreement, but defined in the Act or in regulations implementing the Act, shall have the meaning given such terms in the Act or such regulations.

2. **Scope.** This Agreement addresses the Parties' reciprocal compensation obligations as described in § 251(b)(5) of the Telecommunications Act of 1996 (the "1996 Act"). By this Agreement, neither Party waives any other rights it may have under the 1996 Act or rules of the FCC or of the Commission.

3. **Interpretation and Construction.**

(a) The term and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal state or local government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

(b) The Parties agree and understand that certain provisions in this Agreement are based on the FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") as modified by the United States Court of Appeals for the Eighth Circuit in Iowa Utilities Board v. FCC, 120 F.3d 753 (8th Cir. 1997), and the Second Report and Order and Memorandum Opinion and Order, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2nd Order"). To the extent that of the rules contained in the FCC 1st Order and the FCC 2nd Order, or any other FCC order adopted to implement the 1996 Act, are ultimately deemed by a court of competent jurisdiction to be not effective, this Agreement shall be modified to comply with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions.

(c) The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters related to the types of arrangements prescribed by this Agreement.

4. **Reciprocal Traffic Exchange.** Each Party shall exchange and terminate Wireless Traffic originating on each other's network. Either Party's Wireless Traffic may be routed through an intermediary for interconnection with the other Party's network. This Agreement governs only transport and termination services from the Point of Interconnection provided for GCC in association with its CMRS services. Other services shall be covered by a separate contract, tariff or price list. The transport and termination services provided hereunder are intended for Wireless Traffic only and not wireline to wireline communications. Such services will not be used to terminate other types of traffic on Carrier's network (such as wireline to wireline traffic), and services provided in violation hereof shall constitute a breach of this Agreement. In addition to any other remedies available, the Party whose services have been improperly used shall be entitled to recover the charges applicable to such traffic for the entire period of misuse. Any ancillary services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

5. **Local and Non-Local Traffic.**

(a) Local Wireless Traffic is subject to only the local transport and termination charge(s) set forth on Schedule A attached hereto and is not subject to switched access charges. Non-local Wireless Traffic is subject to either interstate or intrastate switched access charges, whichever is applicable.

(b) Ancillary traffic which includes Wireless Traffic that is destined for ancillary services including, but not limited to, directory assistance, 911/E911, operator call termination (busy line interrupt and verify), 800/888, LIDB, and

information services requiring special billing will be exchanged and charged in accordance with the appropriate tariffs, local or switched access.

(c) For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by GCC as Local or Non-local Wireless Traffic and, for Non-local Wireless Traffic, as intrastate or interstate, GCC will provide Carrier with a Percent Local Use ("PLU") factor, which represents the estimated portion of Local Wireless Traffic, and a Percent Interstate Use ("PIU") factor, which represents the estimated interstate portion of Non-local Wireless traffic. The PLU factor will be applied to the measured mobile to land GCC minutes of use terminated on Carrier's network to determine the local minutes of use for which the local transport and termination rate set forth on Schedule A applies. The PIU factor will be applied to the remaining minutes of use to define the portion of non-local minutes to be billed at interstate switched access rates as opposed to intrastate switched access rates. The PLU and PIU factors will be updated on a semi-annual basis to commence six (6) months after Commission approval of this Agreement. GCC will provide the PLU and PIU factors in writing to Carrier thirty (30) days prior to their effective date.

6. **Local Transport and Termination Rate**. GCC and Carrier shall reciprocally and symmetrically compensate one another for Local Wireless Traffic terminated to their respective end users. The rate(s) for the termination and transport of such Local Wireless Traffic are as set forth in Schedule A attached hereto, Carrier will be responsible for measuring the total monthly minutes of use terminating into its network from GCC's network. Measured usage begins when GCC's mobile switching office is signalled by the terminating end office that the call has been answered. Measured usage ends upon recognition by the mobile switching office of disconnection by the earlier of the Carrier's customer or the disconnection signal from the terminating end office. Carrier will only charge GCC for actual minutes of use and/or fractions thereof of completed calls. Minutes of use will be aggregated at the end of the billing cycle and rounded to the nearest whole minute.

7. **Transit Traffic Rates**. For local Transit Traffic, the applicable local transiting rate applies to the originating Party in accordance with Schedule A attached. For non-local Transit Traffic the Parties will charge the applicable switched access rates to the responsible interexchange carrier.

8. **Reciprocal Compensation Credit**. The monthly minutes of use for Local Wireless Traffic terminated into GCC's network from Carrier's network for purposes of this Agreement, which will determine the Reciprocal Compensation Credit due GCC, will be calculated using the formula set forth in Schedule A. The resulting number shall be multiplied by the local transport and termination rate to determine the monthly Reciprocal Compensation Credit. The Reciprocal Compensation Credit for the local transport and termination will appear on the monthly bill as a credit against amounts due and payable from GCC to Carrier.

9. **Billing Invoices; Payment**. All usage-sensitive charges will be invoiced by the 25th day of the next succeeding calendar month based on actual usage by GCC or its customers

as provided in Schedule A unless otherwise mutually agreed upon in writing by the Parties. GCC agrees to pay Carrier all charges incurred within thirty (30) days of the date of invoice.

10. **Late Payments.** Any amount not paid by GCC on or before the due date will be subject to an interest charge accruing from such date until the date of receipt of payment by the Carrier at a rate equal to one and one-half (1½%) per month on such unpaid amount or at the highest rate permitted under applicable law.

11. **Audit Rights.** Either Party, at its own expense, may conduct an audit of the other Party's books and records no more frequently than once per twelve (12) month period to verify the other Party's compliance with the provisions of this Agreement. Any audit shall be: (i) commenced upon at least thirty (30) days written notice to the audited party; (ii) subject to the reasonable scheduling requirements, security rules and other reasonable limitations of the audited party so as to minimize interruption of the audited Party's normal business operations; and (iii) reasonably limited in scope and duration. If the audit indicates an overpayment by GCC to Carrier, Carrier will be responsible for the costs of the audit and shall refund the amount of the overpayment to GCC. If the audit indicates an underpayment by GCC to Carrier, GCC will pay the cost of the audit and shall remit the amount of underpayment plus a penalty equal to ten percent of the amount by which GCC underpaid charges due to Carrier hereunder. Audited findings may be applied retroactively no more than twenty-four (24) months from the date the audit began (although not for any periods prior to the effective date). An audit shall be deemed to have commenced on the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.

12. **Taxes.** GCC shall pay any sales, use, value added, property, customs, or other excise taxes imposed on GCC or Carrier or required to be collected by Carrier or any other fee, levy, governmental charge, however denominated, resulting from this Agreement or the activities hereunder.

13. **Initial Term and Renewal.** Except as otherwise provided herein, this Agreement shall be effective as of the Effective Date and shall continue in effect for an initial term of two (2) years (the "Initial Term"), and shall be automatically renewed for successive one (1) year terms thereafter, unless either Party notifies the other Party in writing of its intention to terminate the Agreement at least sixty (60) days prior to the expiration of the Initial Term or any successive term.

14. **Termination Upon Default.** If either Party fails to perform any of its material obligations hereunder for a period of thirty (30) days after written notice to such Party from the other Party of such failure, the Party failing to perform shall be deemed to be in default. In the event of a default, the nondefaulting Party may terminate this Agreement; provided, that, in the case of a material failure that cannot be corrected in thirty (30) days, no default shall have occurred if the other Party has commenced in good faith to correct such failure and thereafter proceeded diligently to complete such correction.

15. **Insolvency.** Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a

petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. When any of the foregoing exists, either Party may demand, in writing, adequate assurance of due performance and, until such Party receives such assurance, the other Party may suspend any performance required under this Agreement. After receipt of such a demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them under this Agreement.

16. **No Consequential Damages**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS AGAINST A PARTY BY ITS CUSTOMERS, LOST PROFITS, LOST REVENUES, AND/OR LOST BUSINESS OPPORTUNITY ARISING OUT OF DELAYS IN INSTALLATION, MAINTENANCE OR RESTORATION OF FACILITIES OR SERVICES OR OUT OF MISTAKES, OMISSIONS, INTERRUPTION, OR ERRORS OR DEFECTS IN TRANSMISSION OCCURRING IN THE COURSE OF PERFORMANCE OR NONPERFORMANCE SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT.

17. **Liability Upon Termination**. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation under this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the expiration or earlier termination of this Agreement shall survive the termination of this Agreement.

18. **General Responsibilities of Parties**. Each Party is responsible to provide the necessary facilities within its network for routing and terminating traffic from the other Party's network. The Parties are separate legal entities and will perform their obligations under this Agreement as such. Neither Party is the employee or servant of the other and each shall be responsible for its own acts and those of its subordinates, employees and agents during the performance of its obligations under this Agreement. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the Parties.

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

20. **No Third Party Beneficiaries**. This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

21. **Notices**. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth above and shall be (i) delivered personally; (ii) delivered by overnight delivery courier service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by facsimile transmission with confirmed receipt. Notice sent by overnight courier shall be deemed delivered on the business day immediately following deposit with such courier. Notice sent by certified or registered mail shall be deemed delivered upon receipt or the fifth day after deposit with the United States postal service. Notice sent by facsimile transmission shall be deemed delivered upon confirmation of receipt.

22. **Entire Agreement**. This Agreement, including Schedule A hereto, together with any agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein and therein. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise provided in writing.

23. **Interpretation**. The captions and headings contained herein are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement. Words importing the singular include the plural and vice versa; and words importing gender include all genders. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. This Agreement is the joint work product of representatives of Carrier and GCC. For convenience, it has been drafted in final form by one of the Parties; accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

24. **Severability**. In the event a portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder shall continue in full force; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated.

25. **Binding Effect**. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

26. **Assignment; Successors**. Neither this Agreement nor any interest hereunder nor the use of the facilities furnished hereunder shall be assigned by either Party hereto without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to any entity in control of, controlled by or under common control with such Party.

27. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS OF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

GCC LICENSE CORPORATION

By: _____
Its: Attorney, Director of Regulatory Affairs

THE BLAIR TELEPHONE COMPANY

By: _____
Its: Vice President/General Manager

#234024

SCHEDULE A

I. LOCAL TRANSPORT AND TERMINATION RATES

- LOCAL TRANSPORT AND TERMINATION RATE
  (Local Switching and Local Transport per MOU)

• From January 1, 1998 through December 31, 1998	$.055
• From January 1, 1999 through June 30, 1999	$.045
• From and after July 1, 1999	$.035

- TRANSIT TRAFFIC RATE
  (Per MOU per mile) N/A

II. RECIPROCAL COMPENSATION CREDIT - CALCULATION

1. Total monthly minutes of use delivered for Transport and Termination from GCC's network as determined by LEC. (Excludes Transit Traffic)
2. Percent Local Usage (PLU) reported by Western Wireless. (Assumed 100%)
3. Net MOUs divided by .80 equals Total MOU.
4. Total MOU times .20 equals Terminating MOU. (Reciprocal Compensation Credit in minutes)

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