

**TELECOMMUNICATIONS INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**ATC COMMUNICATIONS  
d/b/a the ARAPAHOE TELEPHONE COMPANY**

**AND**

**APPLIED COMMUNICATIONS TECHNOLOGY, INC.**

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## **TELECOMMUNICATIONS INTERCONNECTION AGREEMENT**

This agreement is made by and between Applied Communications Technology, Inc., a Nebraska corporation, ("APPLIED"), a Competitive Local Exchange Carrier, and the Arapahoe Telephone Company, d/b/a ATC Communications, a Nebraska corporation, ("ATC"), an Incumbent Local Exchange Carrier.

### **RECITALS**

- A. APPLIED has been authorized by the Nebraska Public Service Commission (the Commission) to provide competitive local exchange (CLEC) telecommunications services in Nebraska.
- B. ATC is the incumbent local exchange carrier (ILEC) in the Brule, Nebraska exchange that has two-way extended area service between the Ogallala and Brule exchanges.
- C. APPLIED will not be competing or providing telecommunications services in ATC's Brule, Nebraska exchange, but rather using ATC's physical plant and facilities to transport APPLIED's telecommunications traffic to and from the Ogallala exchange, and ATC has agreed to provide its physical plant, facilities and services as set forth in this agreement on the terms and conditions set forth below.

### **AGREEMENT**

#### **SECTION 1.0-TERMS AND CONDITIONS**

##### **1.1 General Provisions**

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

**1.1.2** The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**1.1.3** Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

##### **1.2 Term of Agreement**

**1.2.1** This Agreement shall become effective upon Commission approval, pursuant to §251 and §252 of the Act. This Agreement shall be binding upon the Parties from the

Effective Date and for a term of one year and shall terminate one year from the Effective Date.

**1.2.2** Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice shall be the starting point for the one hundred sixty (160) day negotiation window under §252 of the Act. If the Parties reach agreement, this Agreement will terminate on a date specified in the notice or on the date the Agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new agreement is approved by the Commission.

### **1.3 Payment**

**1.3.1** Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after the receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

**1.3.2** ATC may discontinue processing orders for the failure of APPLIED to make full payment for the services provided under this Agreement within thirty (30) days of the due date of APPLIED's bill. ATC will notify APPLIED in writing at least ten (10) days prior to discontinuing the processing of orders. If ATC does not refuse to accept additional orders on the date specified in the ten (10) days notice, and APPLIED's noncompliance continues, nothing contained herein shall preclude ATC's right to refuse to accept additional orders from APPLIED without further notice. For order processing to resume, APPLIED will be required to make full payment of all past and current charges. Additionally, ATC may require a deposit (or additional deposit) from APPLIED, pursuant to this section.

**1.3.3** ATC may disconnect any or all services for failure by APPLIED to make full payment for the services provided under this Agreement within sixty (60) days of the due date on APPLIED's bill. APPLIED will pay ATC's Price Catalog cost to reconnect each user disconnected pursuant to this paragraph. ATC will notify APPLIED in writing at least ten (10) days prior to disconnection of this service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If ATC does not disconnect APPLIED's service(s) on the date specified in the ten (10) day notice and APPLIED's noncompliance continues, nothing contained herein shall preclude ATC's right to disconnect any and all leased services of APPLIED without further notice. For reconnection of service to occur, APPLIED will be required to make full payment of all past and current charges. Additionally, ATC will request a deposit (or additional deposit) from APPLIED, pursuant to this section.

**1.3.4** Should APPLIED or ATC dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and

rationale of such dispute. At a minimum, APPLIED shall pay all undisputed amounts due. Both APPLIED and ATC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

**1.3.4.1** If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second bill date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

**1.3.4.2** If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed items will be at the same rate as the late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

**1.3.5** ATC will determine APPLIED's credit status based on previous payment history with ATC or on credit reports. If APPLIED has not established satisfactory credit with ATC according to the above provisions, or if APPLIED is repeatedly delinquent in making its payments, or APPLIED is being reconnected after a disconnection of service or discontinuance of the processing of orders by ATC due to a previous non-payment situation, ATC will require a deposit to be held as security for the payment of charges before the orders from APPLIED will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Commission rules, regulations or Price Catalog, a letter of credit with terms and conditions acceptable to ATC, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

**1.3.6** Interest will be paid on all cash deposits at the rate applying to deposits under applicable Commission rules, regulations or Price Catalog. Cash deposits and accrued interest will be credited to APPLIED's account or refunded, as appropriate, upon the establishment of satisfactory credit with ATC or the termination of this Agreement, whichever occurs first.

**1.3.7** ATC may review APPLIED's credit standing and modify the amount of deposit required at any time.

**1.3.8** A late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

**1.3.9** APPLIED agrees to inform its customers in writing of pending disconnection by APPLIED to allow its customers to make other arrangements for Telecommunications Services.

#### **1.4 Taxes**

**1.4.1** Each Party 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 Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

#### **1.5 Force Majeure**

**1.5.1** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by the Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day-to-day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strikes the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

#### **1.6 Limitation of Liability**

**1.6.1** Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including, without limitation, any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including, without limitation, penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors.

**1.6.2** Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

**1.6.3** Except for indemnity obligations or as otherwise set forth in this section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including, without limitation, direct damages for loss of or damage to APPLIED's equipment.

**1.6.4** Nothing contained in this section shall limit either Party's liability to the other for willful or intentional misconduct.

**1.6.5** Nothing contained in this section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

**1.6.6** APPLIED is liable for all fraud associated with service to its customers and accounts. ATC takes no responsibility, will not investigate, and will make no adjustments to APPLIED's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of ATC. Notwithstanding the above, if ATC becomes aware of potential fraud with respect to APPLIED's accounts, ATC will promptly inform APPLIED and, at the direction of APPLIED, take reasonable action to mitigate the fraud where such action is possible.

## **1.7 Indemnity**

**1.7.1** With respect to third-party claims, the Parties agree to indemnify each other as follows:

**1.7.1.1** Except for claims made by end-users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or

status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

**1.7.1.2** Where the third party claim is made by (or through) an end-user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.

**1.7.1.3** If the claim is made by (or through) an end-user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end-user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate provider of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

**1.7.2** The indemnification provided herein shall be conditioned upon:

**1.7.2.1** The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

**1.7.2.2** The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

**1.7.2.3** In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

## **1.8 Intellectual Property**

**1.8.1** Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

**1.8.2** The rights and licenses above are granted AS IS, WITH ALL FAULTS, and the other Party's exercise of any such right and license shall be at the sole and exclusive risk

of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") 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 constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

**1.8.3** To the extent required under applicable federal and state rules and law, the Party providing access shall use its best efforts to obtain from its vendors the right to use any applicable licenses for intellectual property as necessary for the other Party to use such facilities and services as contemplated hereunder.

**1.8.4** Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties

## **1.9 Warranties**

**1.9.1** 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, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED AS IS, WITH ALL FAULTS.

## **1.10 Assignment**

**1.10.1** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party.

**1.10.2** Any merger, dissolution, consolidation or other reorganization of APPLIED, or any sale, transfer, pledge or other disposition by APPLIED of securities representing more than 50% of the securities entitled to vote in an election of APPLIED's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by APPLIED of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than APPLIED, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of APPLIED has an interconnection agreement with ATC, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work

together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

### **1.11 Default**

**1.11.1** If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

### **1.12 Disclaimer of Agency**

**1.12.1** Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### **1.13 Severability**

**1.13.1** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under any law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

### **1.14 Nondisclosure**

**1.14.1** All information, including but not limited to, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, 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 end-user specific, facility specific, or usage specific information, other than end-user information communicated for the purpose of providing directory assistance or publication of directory database, or

(ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as “Confidential” or “Proprietary”, or (iii) communicated 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. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

**1.14.2** Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

**1.14.3** Each Party shall keep all of the other Party’s Proprietary Information confidential and shall use the other Party’s Proprietary Information only in connection with 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.

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

- a) is approved for release by written authorization of the disclosing Party; or
- b) 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.

**1.14.5** Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

**1.14.6** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

## **1.15 Survival**

**1.15.1** Any liabilities or obligations of a Party for acts or omissions prior to the completion of the term of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are

contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

## **1.16 Dispute Resolution**

**1.16.1** If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

**1.16.2** At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

**1.16.3** If the representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Uniform Arbitration Act, NEB. REV. STAT. § 25-2601, *et seq.*, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in Kearney, Nebraska or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

**1.16.4** Should it become necessary to resort to court proceedings to enforce a Parties compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

**1.16.5** No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

**1.16.6** Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

**1.17 Controlling Law**

**1.17.1** This Agreement is offered by ATC and accepted by APPLIED in accordance with the terms of the Act and the state law of Nebraska. It shall be interpreted solely in accordance with the terms of the Act and the state law of Nebraska.

**1.18 Responsibility for Environmental Contamination**

**1.18.1** Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

**1.19 Notices**

**1.19.1** Any notices required by or concerning this Agreement shall be in writing and sent to ATC and to APPLIED at the addresses shown below:

ATC Communications  
524 Nebraska Avenue  
P.O. Box 300  
Arapahoe, NE 68922

**With copy to:**

Jack W. Besse, Esq.  
1323 Central Avenue  
P.O. Box 10  
Kearney, NE 68848-0010  
Phone: 308-236-6441  
Fax: 308-234-3747

Each Party shall inform the other of any change in the above contact person and/or address.

## **1.20 Responsibility of Each Party**

**1.20.1** Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

## **1.21 No Third Party Beneficiaries**

**1.21.1** Unless specifically set forth herein, 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.

## **1.22 Referenced Documents**

**1.22.1** All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, ATC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, ATC practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

## **1.23 Publicity**

**1.23.1** Notwithstanding anything to the contrary, APPLIED may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between APPLIED and ATC, without ATC's prior written consent. ATC shall have the

right to terminate this Agreement and any other agreements between the Parties if APPLIED violates this provision.

#### **1.24 Amendment**

**1.24.1** APPLIED and ATC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

#### **1.25 Headings of No Force or Effect**

**1.25.1** The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

#### **1.26 Regulatory Approval**

**1.26.1** The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

#### **1.27 Executed in Counterparts**

**1.27.1** This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same instrument.

#### **1.28 Compliance**

**1.28.1** Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, ATC and APPLIED agree to keep and maintain in full force and effect all permits, licenses, certificates, insurance and other authorities needed to perform their respective obligations hereunder.

#### **1.29 Compliance with the Communications Assistance Law Enforcement Act of 1994**

**1.29.1** Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for

such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

### **1.30 Cooperation**

**1.30.1** The Parties agree that this Agreement involves the provision of ATC services in ways such services were not previously available and the introduction of new processes and procedures to provide such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for ordering, maintaining, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

### **1.31 Entire Agreement**

**1.31.1** This Agreement constitutes the entire agreement between ATC and APPLIED and supersedes all prior oral or written agreements, representations, agreements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

## **SECTION 2.0 LEASE OF TELECOMMUNICATIONS SERVICES**

### **2.1 Description**

**2.1.1** ATC shall offer Telecommunications Services at a twenty percent (20%) discount from the rates reflected in ATC's Price Catalog at the time Telecommunication Services are provided, subject to the terms and conditions of this Section. All of ATC's Telecommunications Services provided in its Price Catalog are available for lease by APPLIED at the discounted rate, except as provided in Section 2.1.2.

**2.1.2** Telecommunications Services are available, not at the discounted rate, but at ATC's regular price catalog cost, for the following:

**2.1.2.1** Any of APPLIED's affiliates and/or subsidiaries.

### **2.2 Terms and Conditions**

**2.2.1** ATC shall provide to APPLIED, for APPLIED's end-users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). ATC shall not be responsible for any failure of APPLIED to provide accurate end-user information for listings in any databases in which ATC is required to retain and/or maintain information. ATC shall provide APPLIED's end-user information to the Automatic Location Identification/Database Management System ("ALI/DMS"). ATC shall use its standard process to update and maintain, on the same schedule that it uses for its retail end-users, APPLIED's end-user service information in the ALI/DMS used to support E911/911

services. ATC assumes no liability for the accuracy of information provided by APPLIED.

**2.2.2** APPLIED shall provide to ATC the Primary Interexchange Carrier (PIC) assignments selected by its end-users for interLATA and intraLATA services. APPLIED understands that not all carriers are available. ATC will provide APPLIED with a list of PIC's that are open and available on ATC's switch from which APPLIED customers may select a PIC.

**2.2.3** In the event ATC terminates the provisioning of any Telecommunications Services to APPLIED for any reason, including APPLIED's non-payment of charges, APPLIED shall be responsible for providing any and all necessary notice to its end-users of the termination. In no case shall ATC be responsible for providing such notice to APPLIED's end-users. ATC will provide notice to APPLIED of ATC's termination of Telecommunication Services on a timely basis consistent with Commission rules and notice requirements.

**2.2.4** APPLIED is liable for all fraud associated with service to its end-users and accounts. ATC takes no responsibility, will not investigate, and will make no adjustments to APPLIED's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of ATC. Notwithstanding the above, if ATC becomes aware of potential fraud with respect to APPLIED's accounts, ATC will promptly inform APPLIED and, at the direction of APPLIED, take reasonable action to mitigate the fraud where such action is possible.

**2.2.5** ATC shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access Price Catalog.

**2.2.6** ATC will provide APPLIED with the same advanced notice it provides the Commission for changes to Telecommunication Services, except that when a product or service is discontinued, ATC will provide APPLIED with thirty (30) days advanced notice. Information, will be provided to APPLIED, in advance of Commission notification, in a safe harbor environment and will be used exclusively to make the necessary modifications and to provide its customers with notification of the change/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.

### **2.3 Rates and Charges**

**2.3.1** The Telecommunications Services identified in ATC's Price Catalog are available for resale at the discounted rate identified in section 2.1.1 subject to the conditions of this Agreement.

**2.3.2** A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end-users, will be paid by APPLIED for each local exchange line leased under this

Agreement. APPLIED shall also pay all applicable state surcharges (NUSF, 911, Dual Party Relay) or any subsequent state or local mandated charges to end-users.

**2.3.3** APPLIED agrees to pay ATC when its end-user activates any services or features that are billed on a per use or per activation basis (e.g. continuous redial, last call return, call back calling, call trace) subject to the applicable discount.

**2.3.4** Miscellaneous charges applicable to APPLIED, will be applied in a manner consistent with application of charges for equivalent services ordered by ATC retail end-users.

**2.3.5** If the Commission orders additional Telecommunication Services to be available for lease, ATC will provide those additional Telecommunication Services at the same discounted rate as provided in this Agreement.

**2.3.6** ATC shall have a reasonable time to implement system or other changes necessary to bill the Commission-ordered rates or charges.

**2.3.7** If any of ATC's prices for Telecommunication Services leased by APPLIED change, charges billed to APPLIED for such services will be based upon the new Price Catalog rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or Price Catalog. The new rate will be effective upon the Price Catalog effective date.

## **2.4 Billing**

**2.4.1** ATC shall bill APPLIED and APPLIED shall be responsible for all applicable charges for the Telecommunication Services as provided herein.

## **2.5 Maintenance and Repair**

**2.5.1** ATC will maintain facilities and equipment used to provide APPLIED leased services. APPLIED or its end-users may not rearrange, move, disconnect or attempt to repair ATC facilities without the written consent of ATC.

## **2.6 Connection and Meet Point of Interconnection**

**2.6.1** A meet Point of Interface (POI) will be negotiated between ATC and APPLIED subject to the provisions of this Agreement. Where facilities are not available and APPLIED requests ATC to build facilities, special construction charges will apply. Each Party will be responsible for its portion of the build to the meet point, if the meet point arrangement is used exclusively for the exchange of local traffic.

**2.6.2** If the meet point arrangement is used for access to unbundled network elements, APPLIED must pay all of the actual costs of the meet point arrangement. APPLIED will own and be responsible for payment for the installation, maintenance and repair of its equipment located within the space rented from ATC.

**2.6.3** The Parties will work cooperatively with each other in matters of joint testing and maintenance.

### **SECTION 3.0 RESPONSIBILITIES OF ATC**

**3.1** ATC shall allow APPLIED to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. ATC shall provide interface specifications for electronic access for these functions to APPLIED. However, APPLIED shall be responsible for modifying and connecting any of its systems with ATC-provided interfaces.

**3.2** ATC shall implement APPLIED service orders within the same time intervals ATC uses to implement service orders for similar services to its own end-users.

**3.3** APPLIED will have the ability to report trouble for its end-users to the appropriate ATC trouble reporting center twenty-four (24) hours a day, seven (7) days a week. APPLIED end-users calling ATC will be referred to APPLIED at the number provided by APPLIED. Nothing herein shall be interpreted to authorize APPLIED to repair, maintain, or in any way touch ATC's network facilities.

**3.4** ATC will provide APPLIED with detailed billing information necessary for APPLIED to issue bills to its end-users.

**3.5** ATC shall make Telecommunication Services that ATC provides at retail to subscribers who are not telecommunication carriers available for lease consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. ATC will notify APPLIED of any changes in the terms and conditions under which ATC offers Telecommunications Services at retail to subscribers who are not telecommunication carriers.

**3.6** APPLIED's end-user's activation of call trace shall be handled by ATC. ATC shall notify APPLIED of requests by its end-users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of APPLIED's end-users (whether that end-user is the victim or suspect) will be coordinated through APPLIED.

**3.6.1** Applied acknowledges that for services where reports are provided to law enforcement agencies, only billing number and address information are provided. It shall be APPLIED's responsibility to provide additional information necessary for any police investigation.

## **SECTION 4.0 RESPONSIBILITIES OF APPLIED**

**4.1** Prior to submitting an order, APPLIED shall obtain end-user authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. ATC shall abide by the same applicable laws and regulations.

**4.2** When an end-user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end-user's direction or the direction of the end-user's authorized agent. Further, when an end-user abandons its premise, ATC is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

**4.3** APPLIED is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at APPLIED's location and its end-users' service locations; provided, however, APPLIED shall not be responsible for payment of charges for any retail services furnished by ATC directly to end-users and billed by ATC directly to end-users.

**4.4** ATC shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to end-users or others by APPLIED. All applicable rates and charges for services provided to APPLIED under this Agreement will be billed directly to APPLIED and shall be the responsibility of APPLIED.

**4.5** Charges billed to APPLIED for all services provided under this Agreement shall be paid by APPLIED regardless of APPLIED's ability or inability to collect from its end-users for such services.

**4.6** If APPLIED does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines and pay any applicable charges. It is the responsibility of APPLIED to order the appropriate toll restriction or blocking on lines resold to end-users. APPLIED acknowledges that blocking is not available for certain types of calls, including 800, 888, and 411. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. APPLIED acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

**4.7** APPLIED shall be responsible for modifying and connecting any of its systems with ATC-provided interfaces.

**4.8** APPLIED shall be responsible for providing to its end-users and to ATC a telephone number or numbers that APPLIED's end-users may use to contact APPLIED in the event that the end-user desires a repair/service call.

**4.8.1** In the event that APPLIED's end-users contact ATC with regard to repair requests, ATC shall inform such end-users to call APPLIED and may provide APPLIED's contact number.

## **SECTION 5.0 WHITE PAGES DIRECTORY LISTINGS**

### **5.1 Description**

**5.1.1** White pages listings service (Listings) consists of ATC placing the names, addresses and telephone numbers of APPLIED's end-users in ATC's listing database, based on end-user information provided to ATC by APPLIED. ATC is authorized to use APPLIED end-user listings as noted below.

#### **5.1.2 Terms and Conditions**

**5.1.2.1** APPLIED will provide in standard, mechanized format, and ATC will accept at no charge, one primary listing for each main telephone number belonging to APPLIED's end-users.

**5.1.2.2** APPLIED grants ATC a non-exclusive license to incorporate APPLIED's end-user listings information into its directory assistance database. ATC will incorporate APPLIED end-user listings in the directory assistance database. ATC will incorporate APPLIED's end-user listings information in all existing and future directory assistance applications developed by ATC.

**5.1.2.3** APPLIED end-user listings will be treated the same as ATC's end-user listings. Prior authorization from APPLIED shall not be required for ATC to sell, make available, or release APPLIED's end-user listings to directory assistance providers or directory publishers or other third Parties. ATC will not charge for updating and maintaining ATC's listings database. APPLIED will not receive compensation from ATC for any sale of listings by ATC, provided for under this Agreement.

**5.1.2.4** ATC is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with APPLIED orders.

**5.1.2.5** ATC provides non-discriminatory appearance and integration of white pages listings for all APPLIED's and ATC's end-users. All requests for white pages directory listings, whether APPLIED or ATC end-users, follow the same processes for entry into the listings database.

**5.1.2.6** ATC will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that APPLIED has supplied ATC the necessary privacy indicators on such listings.

**5.1.2.7** APPLIED white pages listings will be in the same font and size as listings for ATC customers, and will not be separately classified.

**5.1.2.8** ATC processes for publication of white pages directory listings will make no distinction between APPLIED and ATC subscribers. APPLIED listings will be provided with the same accuracy and reliability as ATC's end-user listings. ATC will ensure APPLIED listings provided to ATC are included in the white pages directory published on ATC's behalf using the same methods and procedures, and under the same terms and conditions, as ATC uses for its own end-user listings.

**5.1.2.9** ATC shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) to APPLIED customers at parity with ATC end-users, including providing directories: a) upon establishment of new service; b) during annual mass distribution; and c) upon customer request.

**5.1.2.10** APPLIED shall use commercially reasonable efforts to ensure that listings provided to ATC are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. APPLIED further represents that it shall review all listings information provided to ATC, including end-user requested restrictions on use, such as nonpublished and nonlisted restrictions, and warrants the end-user information provided to ATC is accurate and correct.

**5.1.2.11** APPLIED shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying ATC with the applicable listing information.

**5.1.2.12** APPLIED agrees to provide to ATC its end-user names, addresses and telephone numbers in a standard mechanized format, as specified by ATC.

**5.1.2.13** APPLIED will supply its ACNA and OCN, as appropriate, with each order to provide ATC the means of identifying listings ownership.

**5.1.2.14** Upon request by ATC, APPLIED shall submit proof to ATC of authorization from each end-user for which APPLIED submits a change in end-user's listing.

**5.1.2.15** ATC will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

**5.1.2.16** ATC will provide APPLIED a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

**5.1.2.17** APPLIED may review and, if necessary, edit the white page listings prior to the close date for publication in the directory.

**5.1.2.18** APPLIED is responsible for all dealings with, and on behalf of, APPLIED's end-users, including:

**5.1.2.18.1** All end-user account activity (*e.g.*, end-user queries and complaints);

**5.1.2.18.2** All account maintenance activity (*e.g.*, additions, changes, issuance of orders for listings to ATC);

**5.1.2.18.3** Determining privacy requirements and accurately coding the privacy indicators for APPLIED's end-user information (if end-user information provided by APPLIED to ATC does not contain a privacy indicator, no privacy restrictions will apply); and

**5.1.2.18.4** Any additional services requested by APPLIED's end-users.

**5.1.2.19** Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, ATC will provide subscriber list information gathered by ATC on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms and conditions to APPLIED upon request for the purpose of publishing directories in any format. Upon request by APPLIED, ATC shall enter into negotiations with APPLIED for APPLIED's use of subscriber list information for purposes other than publishing directories, and ATC and APPLIED will enter into a written contract if agreement is reached for such use.

## **5.2 Indemnity**

**5.2.1** APPLIED hereby releases ATC from any and all liability for damages due to errors or omissions in APPLIED's listing information provided to ATC, including, but not limited to, special, indirect, consequential, punitive or incidental damages. APPLIED shall indemnify, protect, save harmless and defend ATC and ATC's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in APPLIED's listing information, including any error or omission related to non-published or non-listed information. APPLIED shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against APPLIED and ATC, and/or against ATC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in APPLIED's listing information in the White Pages directory, ATC may, at its option, assume and undertake its own defense, or assist in the defense of APPLIED, in which

event APPLIED shall reimburse ATC for reasonable attorney's fees and other expenses incurred by ATC in handling and defending such demand, claim and/or suit.

## **SECTION 6.0 - NETWORK SECURITY**

### **6.1 Protection of Service and Property**

**6.1.1** Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third Parties, its employees, agents or end-users, or their property as it employs to protect its own personnel, end-users and property, etc.

**6.1.2** Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end-users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end-user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. APPLIED is responsible for covering its employees on such security requirements and penalties.

**6.1.3** In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone.

### **6.2 Revenue Protection**

**6.2.1** ATC shall make available to APPLIED all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. ATC shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support systems that include but are not limited to LIDB Fraud monitoring systems.

### **6.3 Law Enforcement Interface**

**6.3.1** ATC provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement

agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

**6.3.2** ATC provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency.

## **SECTION 7.0 - DEFINITIONS**

**7.1** "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 interpreted in the duly authorized rules and regulations of the FCC or the Nebraska Public Service Commission.

**7.2** "Agreement" means this Telecommunications Interconnection Agreement.

**7.3** "Commission" means the Nebraska Public Service Commission.

**7.4** "Effective Date" means the date set forth immediately before the signatures in Section 6 hereof.

**7.5** "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

**7.6** "Party" means either the Arapahoe Telephone Company or Applied Communications Technology, Inc.

**7.7** "Price Catalog" as used throughout this Agreement refers to ATC's and state tariffs, price lists, price schedules and catalogs.

**7.8** "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

**7.9** "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**7.10** Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

## **SECTION 8.0 - MISCELLANEOUS**

### **8.1 Interpretation and Construction**

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

### **8.2 Implementation**

Except as otherwise required by law, ATC will not provide or establish resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to approval of this Agreement by the Public Service Commission.

### **8.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DATED this 21<sup>st</sup> day of March, 2002.

**Applied Communications Technology, Inc.**

**Arapahoe Telephone Company,  
d/b/a ATC Communications**

\_\_\_\_\_  
John M. Koller  
President

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John M. Koller  
President