C-3960

EXECUTION VERSION

EXTENDED AREA SERVICE AGREEMENT

BETWEEN

CHARTER FIBERLINK - NEBRASKA, LLC

AND

GREAT PLAINS COMMUNICATIONS, INC.

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INTRODUCTION

This Extended Area Service Agreement ("Agreement") is effective as of the 10th day of September 2008 (the "Effective Date"), by and between Great Plains Communications, Inc. ("Great Plains") with offices at 1600 Great Plains Centre, Blair, Nebraska 68008 and Charter Fiberlink - Nebraska, LLC ("Charter") with offices at 12405 Powerscourt Drive, St. Louis, MO 63131. Great Plains and Charter may also be referred to herein singularly as a "Party" or collectively as "the Parties."

Section 1.0 – RECITALS

WHEREAS, Great Plains is an incumbent Local Exchange Carrier providing telephone exchange service and exchange access in the State of Nebraska; and

WHEREAS, Charter is a Competitive Local Exchange Carrier providing telephone exchange service and exchange access in the State of Nebraska; and

WHEREAS, Great Plains and Charter exchange Extended Area Service calls between Great Plains' subscribers located in the Chapman, Nebraska Exchange and Charter's subscribers located in the Grand Island, Nebraska Exchange and between Great Plains' subscribers located in the Cotesfield, Nebraska Exchange and Charter's subscribers located in the St. Paul, Nebraska Exchange; and

WHEREAS, Great Plains asserts that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

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, Great Plains and Charter hereby agree as follows:

Section 2.0 - DEFINITIONS

2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between the Parties for Extended Area Service.

2.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

2.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as Amended, *inter alia,* by the Telecommunications Act of 1996.

2.4 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

2.4.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

2.4.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems provide connections for exchange access and toll traffic and jointly provided switched access traffic while local tandems provide connections for exchange service EAS/local traffic.

2.5 "Commission" means the Nebraska Public Service Commission.

2.6 "Competitive Local Exchange Carrier" or "CLEC" refers to an entity authorized to provide local exchange service to the extent that it is not an Incumbent Local Exchange Carrier.

2.7 "Extended Area Service (EAS)" is defined in *Neb. Rev. Stat.* § 86-109 (2006 Cum. Sup.) and Title 291, Chapter 5, Rule 001.01S of the Commission's Telecommunications Rules and Regulations. For purposes of this Agreement, EAS is limited to EAS that has been approved by the Commission. EAS does not include Optional Enhanced Area Calling Plans.

2.7A "Exchange" is defined in Title 291, Chapter 5, Rule 001.01Q of the Commission's Telecommunications Rules and Regulations to which EAS is provided.

2.7B "Incumbent Local Exchange Carrier" or "ILEC" is as defined in 47 U.S.C. § 251(h).

2.8 "Interconnection" for purposes of this Agreement is the direct or indirect linking of Great Plains and Charter networks for the exchange of EAS traffic described in this Agreement.

2.9 "Interexchange Carrier" (IXC) means a Telecommunications Carrier that provides Telephone Toll Service, as defined in Section 153(48) of the Act.

2.10 "Local Exchange Carrier" or "LEC" is as defined by the Act.

2.11 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

2.12 "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs.

2.13 "Tariff" as used throughout this Agreement refers to the Parties' interstate and intrastate tariffs, price lists, price schedules and catalogs.

2.14 "Telecommunications Carrier" has the meaning given in the Act.

2.15 "Telephone Toll Service" has the meaning given in the Act.

2.16 "Telecommunications Service" is defined in Section 153(46) of the Act.

2.17 "Termination" means the switching of EAS traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

2.18 "Transit Provider" means a third party carrier that through the use of its tandem switch, effectuates indirect interconnections between two Telecommunications Carriers within a LATA.

2.19 "Transport" means the transmission and any necessary tandem switching of EAS traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

Section 3.0 – INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, 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. Unless the context shall otherwise require, any reference to any agreement, statute, regulation, rule or Tariff is to such agreement, statute, regulation, rule or Tariff as amended and supplemented from time-to-time.

Section 4.0 – SCOPE

4.1 This Agreement sets forth the terms and conditions under which Great Plains and Charter agree to exchange EAS traffic between Charter's network in the Grand Island Exchange and Great Plains' network in the Chapman Exchange and between Charter's network in the St. Paul Exchange and Great Plains' network in the Cotesfield Exchange. If, during the term of this Agreement, Charter begins providing local exchange service in another Exchange to which Great Plains offers Extended Area Service (but explicitly excluding intracompany calling routes), the Parties agree that this Agreement shall be deemed amended to include said Exchange. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement is intended for the exchange of EAS traffic between local exchange companies operating in contiguous Exchanges. If, at some future date, Charter desires to provide service in an Exchange where Great Plains provides local exchange service, a separate agreement is required.

4.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect Charter's network and Great Plains' network for purposes of exchanging EAS traffic.

4.3 Each Party represents that it is a certified provider of Telecommunications Service to subscribers in Nebraska and that its NPA/NXXs are listed in Telecordia's Local Exchange Routing Guide ("LERG").

4.4 This Agreement is limited to traffic to and from Great Plains' end user customers for which it has tariff authority to carry. Great Plains' NPA/NXXs are listed in the LERG under OCN 1577 in the State of Nebraska.

Section 5.0 - IMPLEMENTATION SCHEDULE

5.1 Except as otherwise required by law, the Parties will not provide or establish Interconnection services in accordance with the terms and conditions of this Agreement

prior to its execution. Thereupon, the Parties shall establish an Interconnection implementation schedule as it applies to obtaining Interconnection services hereunder.

5.2 Prior to placing any orders for services under this Agreement, each Party will provide to the other any information necessary to process a request for service.

Section 6.0 - TERMS AND CONDITIONS

6.1 General Provisions

6.1.1 Subject to applicable law, the Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that materially interferes with the other Party's service or materially impairs the quality of service to other carriers or to either Party's customers. Upon ten (10) days' written notice of any such material interference or impairment, either Party may suspend service until the other Party eliminates such material interference or impairment.

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

6.1.3 Each Party is responsible for obtaining LERG listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

6.1.4 911/E911. Each Party shall be responsible for its own independent connections to the 911/E911 network.

6.2 Term of Agreement

6.2.1 The initial term will be for three (3) years from the Effective Date. Thereafter, this Agreement will be automatically renewed for additional successive one-year terms on the anniversary of the Effective Date unless a Party provides written notice to the other Party not less than 90 days prior to the expiration date of the initial term or then-current renewal term of its desire to terminate this Agreement and negotiate a new agreement to govern the exchange of EAS traffic between the Parties' networks, or the Agreement may terminate at any time by written agreement of the Parties.

6.2.2 If either Party gives notice pursuant to Section 6.2.1 of its desire to terminate this Agreement and negotiate a new agreement, the Parties shall promptly commence to negotiate in good faith in an effort to reach a new agreement and shall continue to exchange EAS traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement, provided that if the Parties are unable to negotiate a new agreement within one hundred and thirty-five (135) days after notice is provided pursuant to Section 6.2.1, either Party may petition the Commission to arbitrate any open issues in accordance with the provisions of Section 252 of the Act.

6.3 Payment

6.3.1 The Parties will prepare bills in accordance with industry standards and shall

provide a bill for services monthly. Amounts payable under this Agreement are due and payable within forty-five (45) days after receipt of the invoice. If either Party fails to pay for service when due, the billing Party shall include in the next bill late payment charges equal to one percent (1%) per month, or the maximum amount allowed by law, whichever is less.

6.3.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Billed Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one percent (1%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law.

Undisputed amounts shall be paid within forty-five (45) days of receipt of invoice from the Billing Party.

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

(a) Each Party shall comply immediately with its obligations as set forth in Section 6.3.2 above;

(b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

6.3.4 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 thirty (30) days after receipt of written notice thereof.

6.3.5 Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the date of billing.

6.4 Taxes

6.4.1 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 is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as a resale tax exemption certificate is provided. In the event that the providing Party fails to bill the purchasing Party for any such tax, fee or surcharge, then except as provided in Section 6.3.5, as between the Parties, the purchasing Party shall remain liable for such tax, fee or surcharge, but the providing Party shall be liable for any interest and penalties thereon.

6.5 Force Majeure

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

6.6 Limitation of Liability

6.6.1 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.

6.6.2 Except as otherwise provided in Section 6.8 (Indemnification) neither 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.

6.6.3 Except as otherwise provided in Section 6.8, neither Party has 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, except in the case of gross negligence or willful misconduct.

6.7 DISCLAIMER

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.

6.8 Indemnification

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the negligence and/or willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party for which the other Party is responsible hereunder.

6.9 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

6.10 Joint Work Product

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. In the event of any ambiguities, no inferences shall be drawn against either Party.

6.11 Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party all or any substantial portion of its operations or assets in an Exchange covered by this Agreement, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

6.12 Non-Waiver

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

6.13 No Third Party Beneficiaries: Disclaimer of Agency

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

6.14 No License

No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

6.15 Technology 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, provided that the Party initiating the update shall provide the other Party notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the

other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

6.16 Severability

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may pursue Dispute Resolution as provided in Section 6.19.

6.17 Confidentiality

6.17.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure; provided, however, that the Parties agree that all information concerning each Party's network, traffic and customers that has not been made public by such Party is Proprietary Information of such Party pursuant to 47 U.S.C. § 222(a) and (b), and all traffic and customer information other than subscriber list information is either customer proprietary network information as defined in 47 U.S.C. § 222(h)(1) or Proprietary Information of the Disclosing Party, in each case, without the necessity of specifically marking or otherwise designating such information as confidential or proprietary. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, has been or is subsequently made public by an act not attributable to the Receiving Party, is subsequently disclosed to the Receiving Party without an obligation of confidentiality by a third party whom the Receiving Party reasonably believes has the right to make such disclosure, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information to any governmental authority or as required by applicable law, upon advice of counsel, in accordance with Section 6.17.2 of this Agreement.

6.17.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information of the Disclosing Party, or if the Receiving Party intends to disclose any Proprietary Information of the Disclosing Party in any regulatory or judicial proceedings, then such Receiving Party shall provide the Disclosing

Party with written notice of such requirement or intention as soon as possible and prior to such disclosure. The Disclosing Party may then seek an appropriate protective order concerning the Proprietary information to be disclosed. The Receiving Party shall use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain such protective order.

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

6.17.4 Each Party's obligation to maintain the confidentiality of the other Party's Proprietary Information shall survive any expiration or termination of this Agreement for a period of three (3) years in the case of Proprietary Information that does not constitute a trade secret under applicable law and for as long as any Proprietary Information that constitutes a trade secret remains a trade secret.

6.18 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, confidentiality, 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 expiration or termination hereof.

6.19 Dispute Resolution

6.19.1 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 litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.19.2 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in arbitration, litigation or agency proceedings without the concurrence of both Parties. 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.

6.19.3 If negotiations fail to produce an acceptable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties at the time a dispute arises such disputes may also be submitted to binding arbitration.

6.19.4 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 in accordance with this Agreement.

6.20 Governing Law

6.20.1 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. 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. In all other respects, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

6.20.2 The terms and conditions of this Agreement shall be subject to any and all applicable laws, 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

6.21 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (1) delivered personally; (2) delivered by express delivery service; or (3) mailed, certified mail, return receipt requested to the following addresses of the Parties:

Charter Communications	**Great Plains**
Charter Communications, Inc. Attn: Legal Department – Telephone 12405 Powerscourt Drive St. Louis, Missouri 63131	1600 Great Plains Centre Blair, Nebraska 68008 Attn: President
With a copy to: Charter Communications, Inc. Attn: Corporate Telephone – Carrier Relations 12405 Powerscourt Drive St. Louis, Missouri 63131	With a copy to: Woods & Aitken LLP 301 South 13th Street, Suite 500 Lincoln, Nebraska 68508 Attn: Paul M. Schudel

and to: Charles A. Hudak, Esq. Friend, Hudak & Harris, LLP Three Ravinia Drive, Suite 1450 Atlanta, Georgia 30346	

or to such other address as either Party shall designate 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) the date shown on the delivery receipt in the case of certified U.S. mail.

6.22 Independent Contractors

Neither this Agreement, nor any actions taken by Charter or Great Plains in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Charter and Great Plains, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Charter or Great Plains in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Charter and Great Plains end users or others.

6.23 Entire Agreement

The terms contained in this Agreement (including the Attachment hereto) 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. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

6.24 Compliance

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, the Parties agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

Section 7.0 – INTERCONNECTION

7.1 EAS Trunking Arrangements

7.1.1 Until such time as the volume of EAS traffic exchanged between the Parties' networks reaches the centum call seconds equivalent of one DS-1 (*i.e.*, 500 busy hour centum call seconds or combined traffic of 240,000 minutes per month, if neither Party can measure centum call seconds) over a period of three (3) consecutive months, the Parties will exchange EAS traffic between their networks through Qwest, as Transit

Provider. Charter is responsible to enter into and pay for transiting arrangements with the Transit Provider providing the transit services for EAS traffic between the Parties originated by Charter. Great Plains is responsible to enter into and pay for transiting arrangements with the Transit Provider providing the transit services for EAS traffic between the Parties originated by Great Plains. Each Party is responsible for the transport of originating calls from its network to the Transit Provider. Notwithstanding any other provision of this Agreement regarding changes in law and revisions to this Agreement, the Parties agree to renegotiate this provision of the Agreement upon the written request of either Party if there is further clarification by the Commission or the FCC or change of law governing obligations of the Parties with respect to traffic exchanged through a Transit Provider or if a Transit Provider whose transit facilities are used in connection with the EAS traffic exchanged under this Agreement changes the applicable rates, terms or conditions for those transit facilities in a manner that increases the requesting Party's cost of delivering the same volume of EAS traffic through such Transit Provider by more than fifty percent (50%).

7.1.1.1 After the Parties have established direct Interconnection in accordance with Section 7.1.2 of this Agreement between their networks, either Party may continue to route EAS traffic indirectly and the other Party will accept this traffic subject to the compensation arrangements provided in Section 7.5.

7.1.2 When EAS traffic exchanged between the Parties' networks reaches the centum call seconds equivalent of one DS-1 (*i.e.*, 500 busy hour centum call seconds or combined traffic of 240,000 minutes per month, if neither Party can measure centum call seconds) over a period of three (3) consecutive months, the Parties will interconnect their networks via a direct interconnection as specified in the terms and conditions contained in Attachment 1, attached hereto and incorporated by reference, unless another location on Great Plains' network is mutually agreed upon by both Parties.

7.1.2.1 Each Party will be responsible for all costs and charges and for the engineering and construction of its own network facilities on its side of the POI. Unless otherwise agreed, the Parties shall deliver EAS traffic to each other in a Time Division Multiplexed "TDM" format.

7.1.2.2 The Parties mutually agree that all facilities used for the exchange of EAS traffic will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

7.1.2.3 EAS traffic will be exchanged between the Parties via two-way trunks, provided, however, that each Party reserves the right to use one-way trunks for the delivery of its originated traffic. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per industry standards and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASRs.

7.1.3 Neither Party will be responsible for interconnections or contracts relating to the other Party's interconnection with any other Carrier.

7.2 Testing and Trouble Responsibilities

The Parties agree to:

7.2.1 Cooperatively plan and implement coordinated repair procedures for the EAS facilities used to exchange EAS traffic to ensure trouble reports are resolved in a timely and appropriate manner.

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

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

7.2.4 Coordinate and schedule testing activities of their own personnel, and as applicable, to ensure its 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.

7.2.5 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.

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

7.2.7 Immediately report to each other any equipment failure which may affect the interconnection trunks.

7.2.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

7.3. Forecasting

7.3.1 Each Party will provide the other 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.

7.3.2 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 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.

7.3.3 If a trunk group is under 75 percent 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 25 percent excess capacity. The Grade of Service for all Facilities between Great Plains' Central Office Switch and Charter's will be engineered to achieve P.01 Grade of Service.

7.3.4 All requests by Charter to Great Plains to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

7.3A Network Management

7.3A.1 Dialing Parity. Great Plains and Charter shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating traffic that requires dialing to route a call.

7.3A.2 Programming. Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es).

7.4 Exchange of EAS Traffic

7.4.1 This Section addresses the exchange of traffic between one Party's network and the other Party's network. Neither Party will interconnect or deliver traffic to the other from third parties. Neither Party shall deliver traffic from its subscribers outside the EAS Exchange as specified in Section 2.7A by means of central office translations. Neither Party will deliver traffic on the trunks provided for in this Agreement which would otherwise be subject to access charges.

7.4.2 Directory Assistance, 911/E911, Operator busy line interrupt and verify traffic shall not be carried on the trunks provided for in this Agreement.

7.5 Reciprocal Compensation

7.5.1 The Parties assume and agree that the exchange of EAS traffic between them is roughly balanced and de minimis unless traffic studies or traffic measurements indicate otherwise. Accordingly, neither Party will initially bill the other for the termination of EAS traffic. However, if either party performs a traffic analysis and determines that the EAS traffic exchanged between the Parties' networks (a) is not roughly balanced (exceeds 60/40 Traffic split) and (b) the difference between the number of minutes terminated by each Party is not de minimis (less than 10,000 minutes per month), the Parties shall begin charging for the exchange of EAS traffic at the symmetrical compensation rate of $0.02 per minute.

Section 8.0 TROUBLE REPORTING

8.1 In order to facilitate trouble reporting and to coordinate the repair of interconnection facilities provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with interconnection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For Great Plains:

NOC/Repair Contact Number: 888-343-8015

Facsimile Number: 402-456-7646

For Charter:

NOC/Repair Contact Number: 866-248-7662

Email: DLCorpNSOCTechs@chartercom.com

8.2 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.

Section 9.0 AUDIT PROCESS

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may 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 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: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

[Signatures on next page]

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

Charter Fiberlink - Nebraska LLC

By: Patricia A. Lewis
Name: Patricia A. Lewis
Title: VP Service Fulfillment Telephone
Date: 8/28/08

Great Plains Communications, Inc.

By: Kenton J. Pfister
Name: Kenton J. Pfister
Title: V.P. - Strategic Policy
Date: 9-8-08

Attachment 1

EAS SERVICE ARRANGEMENTS AND SPECIFIED POINTS OF INTERCONNECTION

GREAT PLAINS City(rate center)	EAS To/From	CHARTER City(rate center)
Chapman, NE		Grand Island, NE
Cotesfield, NE		St. Paul, NE

Description of Direct Interconnection Arrangements

The Point of Interconnection between the Exchanges of Chapman and Grand Island and between the Exchanges of Cotesfield and St. Paul for direct Interconnection shall be at the existing meet point that Great Plains has with Qwest at the intersection of County Road G and Prairie Road in rural Hall County, NE, coordinates V:6871, H:4915, as shown in NECA FCC Tariff No. 4 as billing percentages, unless another location on Great Plains' network is mutually agreed to by both Parties; provided, however, that if such meet point is not identified in NECA FCC Tariff No. 4, Charter shall not be required to establish direct interconnection until such meet point is so identified.