AGREEMENT

BETWEEN

WINDSTREAM NEBRASKA, INC.

&

ERNEST COMMUNICATIONS, INC.

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GENERAL TERMS AND CONDITIONS

This Agreement ("Agreement") is entered between Ernest Communications, Inc. ("Ernest Comm"), a Georgia corporation, having an office at 5275 Triangle Parkway, Suite 150 Norcross, GA 27518 and Windstream Nebraska, Inc. ("Windstream"), having an office at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212, hereinafter referred to collectively as the "Parties".

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement, in accordance with §§ 251 (a) and (b) of the Act, sets forth the terms, conditions and prices under which Windstream may provide Ernest Comm (a) services for resale (hereinafter referred to as Resale Services), and (b) Ancillary Functions. The specific services, functions, or facilities which Windstream agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which Ernest Comm will provide services to Windstream, where applicable.

1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, Windstream has not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in § 251(f) of the Act, or under state law.

1.4 Prior to execution of this Agreement, Ernest Comm agrees to provide Windstream in writing Ernest Comm's certification for the state covered by this Agreement prior to the filing of this Agreement with the appropriate Commission for approval.

2.0 Effective Date

2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement.

3.0 Intervening Law

3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

4.1 The Parties agree to the provisions of this Agreement for an initial term of one (1) year from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.

4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the applicable state Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. Should the Commission decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

4.4 If either Party has requested negotiations and the Parties have not executed a subsequent agreement or filed arbitration at the applicable state commission, then this Agreement will terminate upon the date the arbitration window closes (the 160th day). Ernest Comm will execute Windstream's then current standard interconnection agreement with an effective date of the next day following the close of the arbitration window. Failure by Ernest Comm to execute Windstream's then current standard interconnection agreement will result in termination of all services provided by Windstream to Ernest Comm.

4.5 After completion of the initial one (1) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon sixty (60) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.

4.6 In the event of Default or Abandonment, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default within five (5) days after receipt of the Default Notice thereof. Default is defined as:

4.6.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;

4.6.2 A decision under Section 6.0, Dispute Resolution of Attachment 2 (Resale), that a Party has materially breached any of the terms or conditions hereof, or

4.6.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for five (5) days from receipt of such notice, provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.

4.6.4 Illegal use or taking of facilities is considered a material breach of this Agreement and termination of the Agreement will occur.

In addition, this Agreement shall be null and void if Ernest Comm has not placed an order for a service or facility or terminated traffic hereunder by one (1) year following Effective Date. If Ernest Comm has not placed an order for a service, a facility, or

terminated traffic within one (1) year, Windstream shall provide Ernest Comm with notice of Windstream's intent to terminate the Agreement. Ernest Comm shall have thirty (30) calendar days to indicate in writing to Windstream that Ernest Comm intends to place orders or terminate traffic within thirty (30) calendar days. If Ernest Comm cannot meet this timeframe for placing orders or terminating traffic, the Agreement will be terminated. If Ernest Comm does not intend to place orders or terminate traffic, this Agreement shall be deemed suspended and Windstream shall apply to the Commission to terminate the Agreement.

5.0 Assignment

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Ernest Comm, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Ernest Comm shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Ernest Comm pays all bills, past due and current, under this Agreement, or (2) Ernest Comm's assignee expressly assumes liability for payment of such bills.

5.2 As a minimum condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by Windstream pursuant to this Section 5, Ernest Comm agrees that any change, modification or other activity required for Windstream to accommodate or recognize the successor to or assignee of Ernest Comm shall be a CLEC Change. Windstream shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against Windstream until the Parties agree upon the charges that apply to such CLEC Change.

5.3 In the event that Ernest Comm makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), Ernest Comm shall submit written notice to Windstream within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate Windstream for the expenses to be incurred by Windstream to make the CLEC Change to the applicable Windstream databases, systems, records and/or recording announcement(s) for Ernest Comm branded/repair calls. In addition, Ernest Comm shall compensate Windstream for any service order charges and/or service request charges, as specified in Windstream's applicable tariff, associated with such CLEC Change. Windstream's agreement to implement a CLEC Change is conditioned upon Ernest Comm's agreement to pay all reasonable charges billed to Ernest Comm for such CLEC Change.

6.0 Confidential and Proprietary Information

6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, Customer, End User, or network information given by one Party (the "Discloser") to the other (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and

subject to this § 6.0, unless otherwise confirmed in writing by the Discloser. All other information, which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under § 6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.

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

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

6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any state or federal regulatory body, or a court in the conduct of approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable state or regulatory body or a court.

6.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from End Users or sources other than the Discloser.

6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination for a period of three (3) years.

6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement, unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

7.3.2 Each Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the End User's name, address, or telephone number.

7.3.3 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable to the other Party for any act or omission of the other companies or carriers.

7.4 **Obligation to Defend; Notice; Cooperation**

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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 rights or ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights or other rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief (other than monetary damages) that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded a third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

8.1 Windstream, at its discretion may require Ernest Comm to provide Windstream a security deposit to ensure payment of Ernest Comm's account. The security deposit must be an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by Windstream

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to Windstream. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.

8.1.3 The fact that a security deposit has been provided in no way relieves Ernest Comm from complying with Windstream's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of Windstream providing for the discontinuance of service for non-payment of any sums due Windstream.

8.1.4 Windstream reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. Failure to pay said increase may lead to suspension of order acceptance and possible discontinuance of service.

8.1.5 In the event that Ernest Comm is in breach of this Agreement, service to Ernest Comm may be terminated by Windstream; any security deposits applied to its account and Windstream may pursue any other remedies available at law or equity.

8.1.6 Notwithstanding anything else set forth in this Agreement, if Windstream makes a request for a security deposit in accordance with the terms of this section, then Windstream shall have no obligation thereafter to perform under this Agreement until such time as Ernest Comm has provided Windstream with such security deposit.

8.1.7 In the case of a cash deposit, interest at a rate as set forth in the appropriate Windstream tariff shall be paid to Ernest Comm during the possession of the security deposit by Windstream. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Ernest Comm by the accrual date.

8.2 Windstream may, but is not obligated to, draw on the security deposit, as applicable, upon the occurrence of any one of the following events.

8.2.1 Ernest Comm owes Windstream all charges under this Agreement that are more than fifteen (15) calendar days past due; or

8.2.2 Ernest Comm admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or, is subject to a receivership or similar proceeding; or

8.2.3 The expiration or termination of this Agreement.

8.2.4 If Windstream draws on the security deposit, as provided in section 8.2.1 or 8.2.2 above, upon request by Windstream, Ernest Comm shall provide a replacement conforming to the requirements of Section 8.1.1.

8.3 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.

8.3.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in § 8.5 below, will be assessed.

8.4 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

8.5 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an

outstanding balance remains, or shall not exceed 0.0004930 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Notices

9.1 Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, modifications, or other communications to be given under the terms of this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt. All notices shall be directed to the following:

If to Ernest Comm:

Bryan Cornett
5275 Triangle Parkway
Suite 150
Norcross, GA 30092
770-242-9069

If to Windstream:
Windstream
Attn: Staff Manager Interconnection
4001 Rodney Parham Road
1170 B1F212-12A
Little Rock, Arkansas 72212

9.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

10.0 Taxes

10.1 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 (hereinafter "Tax") 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. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.

10.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall bill the purchasing party for such Tax, (ii) the purchasing party shall remit such Tax to the providing party and (iii) the providing party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.

10.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. If a city attempts to impose a franchise fee on the Windstream revenues that it receives from Ernest Comm with respect to resold services, Ernest Comm will collect, if required, the related franchise fees from its Customers and remit them to Windstream. In the event a city attempts to require both Windstream and Ernest Comm to pay

franchise fees on the same revenues with respect to resold services then the parties agree to cooperate in opposing such double taxation.

10.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then (i) the purchasing party shall be required to impose and/or collect such Tax from the End User and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.

10.5 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

10.6 If the purchasing party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from End Users, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

10.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices under this Section shall be directed to the following:

To Windstream:
Windstream
Attn: Director State and Local Taxes
4001 Rodney Parham Road
1170 B1F03-70A
Little Rock, Arkansas 72212

Copy to:
Windstream
Attn: Staff Manager Interconnection
4001 Rodney Parham Road
1170 B1F212-12A
Little Rock, Arkansas 72212

To Ernest Comm:

Stephanie Kingery
5275 Triangle Parkway
Suite 150
Norcross, GA 30092
770-242-9069

10.8 Either Party may unilaterally change its designated representative and/or address for the receipt of notices under this Section by giving seven (7) days prior written notice to the other Party in compliance with this Section.

11.0 Force Majeure

11.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; epidemics, riots, insurrections, earthquakes, tornadoes, hurricanes, nuclear accidents, floods, or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

12.0 Publicity

12.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

12.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

13.0 Network Maintenance and Management

13.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

13.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other End Users.

13.2.1 **24 Hour Network Management Contact:**

For Windstream:

Contact Number:	330-650-7929
Facsimile Number:	330-650-7918

For Ernest Comm:

Contact Number:	800-456-8353
Facsimile Number:	770-448-4115

13.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

14.0 Law Enforcement and Civil Process

14.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local service providers. When either Party receives a request associated with a Customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

14.2 Subpoenas

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. In the event a Party requests (requesting Party) that the other Party provide (providing Party) the information requested in the subpoena, the requesting Party shall pay the providing Party all costs of providing such information.

14.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the End User agrees to indemnify and hold the other Party harmless against any and all such claims.

15.0 Changes in Subscriber Carrier Selection

15.1 Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's Ernest Comm to itself and in assuming responsibility for any applicable charges as specified in § 258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon request and at no charge.

15.2 Either Party can initiate a challenge to a change in its local exchange service provider. If an End User notifies either Party that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User.

15.3 When an End User changes or withdraws authorization, each Party will release Customer specific facilities in accordance with the Customers' direction or the End User's authorized agent. Further, when an End User abandons the premise, Windstream is free to reclaim the facilities for use by another Customer and is free to issue service orders required to reclaim such facilities.

15.4 Subject to applicable rules, orders, and decisions, Windstream will provide Ernest Comm with access to Customer Proprietary Network Information ("CPNI") for Windstream End Users upon Ernest Comm providing Windstream a signed Letter of Authorization ("LOA") for Windstream's Customer of record.

15.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the information provided on the LOA, the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

15.4.2 The requesting Party will document End User permission obtained to receive CPNI, whether or not the End User has agreed to change Local Service Providers.

15.4.3 CPNI requests will be processed and responded to by each Party in parity. Ernest Comm will provide the same CPNI to Windstream that Windstream provides Ernest Comm.

15.4.4 If the Parties do not agree that Ernest Comm requested CPNI for a specific End User, or that Windstream has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Section 6.0, Dispute Resolution, of Attachment 2, (Resale).

15.5 Windstream will only accept an LOA for a Windstream Customer of record. Ernest Comm may not delegate its obligation to obtain written authorization from Windstream's Customer of record to a third party.

16.0 Amendments or Waivers

16.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. The Parties recognize that Windstream is a 2 % Rural Telephone Company and is entitled to all rights afforded 2% Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and Windstream does not waive, any rights including, but not limited to, the rights afforded Windstream under 47 USC § 251(f). The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, or bona fide request, including matters related to the types of arrangements prescribed by this Agreement.

17.0 Authority

17.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

18.0 Binding Effect

18.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

19.0 Consent

19.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

20.0 Expenses

20.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21.0 Headings

21.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

22.0 Relationship of Parties

22.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

23.0 Conflict of Interest

23.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

24.0 Multiple Counterparts

24.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

25.0 Third Party Beneficiaries

25.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

26.0 Regulatory Approval

26.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.

26.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of § 252 of the Act. If the state regulatory agency imposes any

filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, Ernest Comm shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall be borne by Ernest Comm.

27.0 Trademarks and Trade Names

27.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.

27.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

28.0 Regulatory Authority

28.1 Each Party will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

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30.0 Verification Reviews

30.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

30.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

30.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than six (6) months from the date the audit began. One and one-half percent (1½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed six (6) months from the date the audit began, to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 6.0 of Attachment 2, (Resale) of this Agreement.

30.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.

30.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.

30.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

30.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with this inspection. Subsequent audits will be scheduled when and if cause is shown.

30.8 Information obtained or received by a Party in conducting the inspections described in § 30.0 shall be subject to the confidentiality provisions of § 6.0 of this Agreement.

31.0 Complete Terms

31.1 This Agreement sets forth the entire understanding and supersedes all prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

32.0 Cooperation on Preventing End User Fraud

32.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

32.2 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

33.0 Notice of Network Changes

33.1 The Parties agree to comply with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time regarding notifications, network changes, upgrades, and/or modifications.

33.2 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or

otherwise so long as such upgrades are not inconsistent with the Parties' obligations under the terms of this Agreement.

34.0 Modification of Agreement

34.1 If Ernest Comm changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Ernest Comm to notify Windstream of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

35.0 Responsibility of Each Party

35.1 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 its 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 or, (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 will 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 the Party's obligations hereunder.

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37.0 Governmental Compliance

37.1 The Parties agree that each will comply at its own expense with all applicable laws that relate to its obligations under or activities in connection with this Agreement.

37.2 The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of 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) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

38.0 Responsibility for Environmental Contamination

38.1 Ernest Comm will in no event be liable to Windstream for any costs whatsoever resulting from the presence or release of any environmental hazard that Ernest Comm did not introduce to the affected work location. Windstream will indemnify, defend (at Ernest Comm's request) and hold harmless Ernest Comm, each of 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 Windstream, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which Windstream is responsible under applicable law.

38.2 Windstream will in no event be liable to Ernest Comm for any costs whatsoever resulting from the presence or release of any environmental hazard that Windstream did not introduce to the affected work location. Ernest Comm will indemnify, defend (at Windstream's request) and hold harmless Windstream, each of 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 Ernest Comm, its contractors or agents introduce to the work locations or ii) the presence or release of any environmental hazard for which Ernest Comm is responsible under applicable law.

39.0 Subcontracting

39.1 If a party through a subcontractor performs any obligation under this Agreement, such party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

40.0 Referenced Documents

40.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, Windstream handbooks or manuals, 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 each 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, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of Ernest Comm as of the effective date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

41.0 Severability

41.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in § 6.5.1.

42.0 Survival of Obligations

42.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on 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, will survive cancellation or termination thereof.

43.0 Governing Law

43.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where the interconnection service is provided, without regard to its conflicts of laws principles, shall govern.

44.0 Other Obligations of Ernest Comm

44.1 To establish service and provide efficient and consolidated billing to Ernest Comm, Ernest Comm is required to provide a CLEC Profile, which includes its authorized and nationally recognized Operating Company Number ("OCN"), to establish Ernest Comm's billing account. Ernest Comm will be provided with a billing account number ("BAN") for each CLEC Profile submitted.

44.2 Ernest Comm shall use Windstream's electronic operations support system access platform (Windstream Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions and billing disputes for resale services. If Windstream Express is not available, Ernest Comm shall use such other processes as Windstream has made available for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If Ernest Comm chooses to submit orders, requests for maintenance and repair of services and resale billing disputes manually, when Windstream's electronic operations support system access platform (Windstream Express) is available, Ernest Comm will pay a manual order charge as reflected in the applicable Windstream tariff.

44.3 Ernest Comm represents and covenants that it will only use Windstream Express pursuant to this Agreement for services related resold services, for which this Agreement contains explicit terms, conditions and rates.

45.0 Customer Inquiries

45.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

45.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in § 45.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

46.0 Disclaimer of Warranties

46.1 **EXCEPT AS OTHERWISE SPECIFICALLY 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.

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52.0 Definitions and Acronyms

52.1 **Definitions**

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

52.2 **Acronyms**

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

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56.0 Certification Requirements

56.1 Ernest Comm warrants that it has obtained and will maintain all necessary jurisdictional certification(s) required in those jurisdictions in which Ernest Comm has ordered services

pursuant to this Agreement. Upon request Ernest Comm shall provide proof of certification to Windstream.

57.0 Other Requirements and Attachments

57.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.

57.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

57.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 19th day of May 2009.

Ernest Communications, Inc.

Paul Masters
Print Name

Sign Name: 5/4/09
Date

President
Position/Title
Ernest Communications, Inc.

Windstream Nebraska, Inc.

Michael D. Rhoda
Print Name

Sign Name: 7/9/09
Date

Senior Vice President - Regulatory & Wholesale Governmental Affairs
Position/Title
Windstream Nebraska, Inc.

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ATTACHMENT 2 RESALE

All services made available to Ernest Comm by Windstream for resale by Ernest Comm pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

1.1 Resale Services will be made available to Ernest Comm by Windstream.

1.2 The applicable rules, regulations and rates in the Windstream Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.

1.3 Ernest Comm will be the Customer of record for all services purchased from Windstream, pursuant to this Agreement. Except as specified herein, Windstream will take service orders from, bill and collect payment from Ernest Comm for all services purchased pursuant to this Agreement.

1.4 Ernest Comm will be Windstream's single point of contact for all services purchased pursuant to this Agreement.

1.5 Ernest Comm may resell Windstream services only within the Windstream local service area as specified in the appropriate Windstream tariff.

1.6 Except where otherwise explicitly provided in the Windstream Local Exchange Tariff, Ernest Comm shall not permit the sharing of a service by multiple End Users or the aggregation of traffic from multiple End Users onto a single service.

1.7 Ernest Comm shall resell telecommunications services only to the same class of Customers to which Windstream sells the services; e.g. residential service may not be resold to business Customers.

1.8 Ernest Comm shall not use a resold service to avoid the rates, terms and conditions of Windstream's Local Exchange Tariff, as applicable.

1.9 Ernest Comm shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.

1.10 Subject to the availability of facilities, Windstream shall provide Resale Services to Ernest Comm pursuant to this Agreement.

1.11 Ernest Comm has no right to the telephone number or any other call number designation associated with services furnished by Windstream, and no right to the continuance of service through any particular central office or number. Windstream reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever Windstream deems it necessary to do so in the conduct of its business.

1.12 Service is furnished to Ernest Comm on the condition that it will not be used for any unlawful purpose.

1.13 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.

1.14 Windstream can refuse service when it has grounds to believe that service will be used in violation of the law.

1.15 Windstream accepts no responsibility for any unlawful act committed by Ernest Comm or its End Users as part of providing service to Ernest Comm for purposes of resale or otherwise.

1.16 Windstream is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Ernest Comm or its End Users. Law enforcement agency subpoenas and court orders regarding the End Users of Ernest Comm will be directed to Ernest Comm. Windstream shall be entitled to bill Ernest Comm for any cost associated with complying with any requests by law enforcement agencies regarding Ernest Comm or Ernest Comm's End Users.

1.17 White Page Directory Services shall be provided as set forth in Section 10 of Attachment 2 Directories: White Pages.

1.18 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by Windstream with respect to Ernest Comm end-user accounts will be returned to the IXC as unbillable, and will not be passed on to Ernest Comm for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by Windstream.

1.19 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to Windstream by Ernest Comm in accordance with the practices and procedures established by Windstream.

1.20 Except as otherwise provided in this Agreement, if Windstream notifies Ernest Comm in writing of a violation of a provision of this Agreement, Ernest Comm shall have thirty (30) days from notice to correct the violation and notify Windstream in writing that the violation has been corrected.

1.21 Windstream shall continue to have the right to serve and market directly to any End User within Windstream's service area, including but not limited to Ernest Comm's End Users. Windstream shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with Ernest Comm's End Users.

1.22 Ernest Comm shall not interfere with the right of any person or entity to obtain service directly from Windstream.

1.23 The circuits, facilities or equipment provided by any person or entity other than Windstream and use, operation, maintenance or installation thereof shall not:

1.23.1 interfere with or impair service over any facilities of Windstream, its affiliates, or its connecting and concurring carriers involved in its service;

1.23.2 cause damage to plant;

1.23.3 impair the privacy of any communications; or

1.23.4 create hazards to any employees or the public.

1.24 Ernest Comm assumes the responsibility of notifying Windstream regarding any less than standard operations with respect to services provided by Ernest Comm.

1.25 Facilities and/or equipment utilized by Windstream to provide service to Ernest Comm shall remain the property of Windstream.

1.26 Windstream will provide Customer record information to Ernest Comm, only after Ernest Comm has provided Windstream the appropriate Letter(s) of Authorization (LOA) from the relevant Customer. Windstream may provide Customer record information to Ernest Comm via Windstream Express.

1.27 All costs incurred by Windstream for providing services to Ernest Comm that are not covered in the Windstream tariffs shall be recovered from Ernest Comm for utilizing such services.

1.28 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

1.29 The rates applicable to Ernest Comm for purchase of services from Windstream for resale shall be the retail rate for the telecommunications services as provided in Windstream's applicable Local Exchange Tariff, less a fifteen percent (15.00%) discount.

2.0 General Obligations

2.1 Windstream shall attempt to implement Ernest Comm service orders within the same time intervals that Windstream uses to implement service orders for similar services for its own End Users.

2.2 The appropriate Windstream trouble reporting centers shall accept Ernest Comm trouble reports with respect to Ernest Comm End Users services 24 hours a day, 7 days a week. Ernest Comm will be assigned a Customer contact center when initial service agreements are made. Ernest Comm End Users calling Windstream will be referred to Ernest Comm at the number provided by Ernest Comm.

2.3 If Windstream determines that an unauthorized change in local service by a local service provider has occurred, Windstream will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the Windstream F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.

2.4 To the extent allowable by law, Ernest Comm shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the Ernest Comm or the End User made the change. Ernest Comm shall pay for PIC changes at the tariffed rate.

2.5 Ernest Comm shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by Windstream as the incumbent local exchange carrier to its End Users.

2.6 Ernest Comm is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at Ernest Comm location and its End Users' service locations, with the exception of any retail services provided directly by Windstream to the End User which Windstream is responsible for billing.

2.7 Windstream shall not be responsible for the manner in which the use of Resale Services or the associated charges are billed to others by Ernest Comm. All applicable rates and charges for such services will be billed to and shall be the responsibility of Ernest Comm, with the exception of other retail services provided directly to the End User by Windstream as described in paragraph 2.6 above.

2.8 If Ernest Comm does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, Ernest Comm must order blocking services as outlined in the Windstream Local Exchange Tariff and pay any applicable charges.

2.9 Ernest Comm shall be responsible for providing to its End Users, and to Windstream a telephone number or numbers that Ernest Comm End Users can use to contact Ernest Comm in the event of service or repair requests. In the event that Ernest Comm End Users contact Windstream with

regard to such requests, Windstream shall provide the End User Ernest Comm's contact number and inform the End User to contact Ernest Comm.

3.0 Establishment of Service

3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, Ernest Comm will provide Windstream with the necessary documentation to enable Windstream to establish a master account for Ernest Comm. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, Windstream will begin taking orders from Ernest Comm for Resale Services.

3.2 Ernest Comm will be charged a Master Account Establishment charge of $380.00. The Master Account Establishment charge is a one-time charge that will be applied for the establishment of each Billing Account Number ("BAN").

3.3 Service orders will be submitted in the format designated in Windstream handbooks and manuals.

3.4 When Windstream receives notification from Ernest Comm that a current Windstream Customer will be subscribing to Ernest Comm's services, standard service order intervals for the appropriate class of service will apply.

3.5 Except as required by applicable laws or rules, Windstream will not require End User confirmation prior to establishing service for Ernest Comm's Customers. Ernest Comm must, however, be able to demonstrate End User authorization upon request.

3.6 Ernest Comm will be the single point of contact with Windstream for all subsequent ordering activity resulting in additions or changes to Resale Services, except that Windstream will accept a request directly from the End User for conversion of the End User's service from Ernest Comm to Windstream, or will accept a request from another local service provider for conversion of the End User's service from Ernest Comm to the other local service provider.

3.7 Windstream will provide Ernest Comm at their request per Customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that Windstream provides such blocking capabilities to its Customers and to the extent required by law.

3.8 When ordering Resale Services via a service order, Ernest Comm may where available, order from Windstream separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. Windstream will accept PIC change orders for IntraLATA and long distance services through the Windstream service provisioning process.

3.9 Windstream will provide order format specifications to Ernest Comm with respect to all services, features, and functions available and with respect to ancillary data required by Windstream to provision these services through Windstream manuals and handbooks.

4.0 Maintenance of Services

4.1 Windstream's facilities and equipment provided by Windstream shall be maintained by Windstream.

4.2 Windstream will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by Windstream in serving its Customers.

Windstream technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to Windstream Customers; trouble calls from Ernest Comm will receive response time and priorities that are at least equal to that of Windstream Customers.

4.3 Ernest Comm or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Windstream, other than by connection or disconnection to any interface means used, without the written consent of Windstream.

4.4 Ernest Comm shall promptly notify Windstream of any situations that arise that may result in a service problem.

4.5 Ernest Comm will be Windstream's single point of contact for all repair calls on behalf of Ernest Comm's End Users with respect to Resale Services. All misdirected repair calls to Windstream from Ernest Comm Customers will be given a recording (or live statement) directing them to call the number designated by Ernest Comm. Ernest Comm on a reciprocal basis will refer all misdirected repair calls that Ernest Comm receives for Windstream Customers to Windstream

4.6 Ernest Comm will contact the appropriate Windstream repair center in accordance with procedures established by Windstream. Ernest Comm will refer repair calls to Windstream via Windstream Express.

4.7 For all repair requests, Ernest Comm shall adhere to Windstream's prescreening guidelines prior to referring the trouble to Windstream.

4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.

4.9 Windstream will bill Ernest Comm for handling troubles that are found not to be in Windstream's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what Windstream charges to its retail Customers for the same services.

4.10 Windstream will provide Ernest Comm with written escalation procedures for maintenance resolution to be followed if, in Ernest Comm's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of Windstream management personnel who are responsible for maintenance issues.

4.11 Windstream Maintenance of Service Charges, when applicable, will be billed by Windstream to Ernest Comm, and not to Ernest Comm's end-user Customers.

4.12 Dispatching of Windstream technicians to Ernest Comm Customer premises shall be accomplished by Windstream pursuant to a request received from Ernest Comm.

4.13 When a Windstream employee visits the premises of an Ernest Comm local Customer, the Windstream employee will inform the Customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the Customer premises (e.g., a door hanger notifying the Customer of the service visit) must also inform the Customer that Windstream was on their premises acting on behalf of "their local service provider".

4.14 If trouble cannot be cleared without access to Ernest Comm local Customer's premises and the Customer is not at home, the Windstream technician will leave at the Customer's premises a non-branded "no access" card requesting the Customer to call "their local service provider" for rescheduling of repair.

4.15 Windstream reserves the right, but is not required, to contact Ernest Comm's Customers for any lawful purpose.

4.16 Windstream will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by Ernest Comm in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

5.1.1 At the request of Ernest Comm, Windstream will disconnect a Ernest Comm Customer.

5.1.2 All requests by Ernest Comm for denial or disconnection of an End User for nonpayment must be provided to Windstream in writing in the manner and format prescribed by Windstream.

5.1.3 Ernest Comm will be solely responsible for notifying the End User of the proposed disconnection of service.

5.1.4 Upon restoration of the End User's service, charges will apply and will be the responsibility of Ernest Comm.

5.1.5 Windstream will continue to process calls made to Windstream for annoyance calls and will advise Ernest Comm when it is determined that annoyance calls are originated from one of their End User's locations. Windstream shall be indemnified, defended and held harmless by Ernest Comm against any claim, loss or damage arising from providing this information to Ernest Comm. It is the responsibility of Ernest Comm to take the corrective action necessary with its Customers who make annoying calls. Failure to do so will result in Windstream's disconnecting the End User's service.

6.0 Dispute Resolution

6.1 Notice of Disputes

Notice of a valid contractual dispute must be made through the Windstream Express System's billing dispute form, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Billing Dispute "). Billing Disputes must be submitted via Windstream Express, on the billing dispute form or the dispute will not be accepted as a valid Billing Dispute and therefore denied by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

6.1.1 Billing Disputes

The billing dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed billing dispute form, the billing Party will review to determine the accuracy of the Billing Dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill within thirty (30) calendar days of receipt of the Billing Dispute. If the billing Party determines the Billing Dispute is not valid, the disputing Party may escalate the dispute as outlined in Section 6.1.1.1.

6.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

6.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the billing dispute form, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

6.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the billing dispute form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

6.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving Billing Disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 6.1.1.1.

6.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the billing dispute form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 6.4, may be invoked.

6.1.1.2 If the disputing Party disputes charges 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 by the next billing cycle after the resolution of the dispute.

6.1.1.3 Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 6.1.1. A Party's failure to pay all amounts by the due date listed on the bill, is a material breach of this Agreement.

6.1.1.4 Any credits due to the disputing Party resulting from the Billing Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

6.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

6.1.2 All Other Disputes

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

6.2 Alternative to Litigation

6.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC 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 procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.3 Informal Resolution of Disputes

In the case of any dispute and upon receipt of the billing dispute form each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the

correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any lawsuit 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, if otherwise admissible, may be admitted in evidence in the lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures or other procedures as appropriate, not earlier than thirty (30) days after the date of the billing dispute form, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

6.4 Formal Dispute Resolution

6.4.1 The Parties agree that all unresolved disputes arising under this Agreement may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.

6.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.4.3 Each Party shall bear its own costs of these procedures unless the Nebraska PUC or other presiding authority, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

6.5 Conflicts

6.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

7.0 Termination of Service to Ernest Comm

7.1 Windstream reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by Ernest Comm of the rules and regulations of the Windstream Local Exchange Tariff.

7.2 Disputes hereunder shall be resolved in accordance with the procedures identified in § 6.0 Dispute Resolution. Failure of Ernest Comm to pay charges owed to Windstream shall be grounds for termination under this Agreement

7.3 Failure of Ernest Comm to pay all charges, including disputed amounts, shall be grounds for suspension or termination of this Agreement. If Ernest Comm fails to pay when due, all charges billed to Ernest Comm under this Agreement, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such charges, Windstream will notify Ernest Comm in writing that in order to avoid having service disconnected and or suspension of order acceptance, Ernest Comm must remit all charges to Windstream within fifteen (15) days after receipt of said notice (the "Embargo Notice").

7.4 If any Ernest Comm charges remain unpaid at the conclusion of the time period as set forth in § 7.3 above (15 days from the due date of such unpaid charges), Windstream will notify Ernest Comm, (the "Disconnect Notice") and the appropriate commission(s) in writing, pursuant to state public service commission's rules and regulations, that Ernest Comm's service will be disconnected and Ernest Comm's End Users may be switched to Windstream local service and

Windstream will suspend order acceptance. Applicable service establishment charges for switching End Users from Ernest Comm to Windstream will be assessed to Ernest Comm. In the case of such discontinuance, all billed charges, as well as applicable termination charges shall become due. If Windstream does not discontinue the provision of the services involved on the date specified in the fifteen (15) day Embargo Notice, and Ernest Comm's noncompliance continues, nothing contained herein shall preclude Windstream's right to discontinue the provisions of the services to Ernest Comm without further notice.

7.5 Within five (5) calendar days of the transfer to Windstream's service, (30 days past Ernest Comm's due date), Windstream will notify all affected End Users that because of a Ernest Comm's failure to pay all charges, their service is now being provided by Windstream.

7.6 After disconnect procedures have begun, Windstream will not accept service orders from Ernest Comm until all charges are paid in full, in immediately available funds. Windstream will have the right to require a deposit equal to three (3) months charges (based on the highest previous month of service from Windstream) prior to resuming service to Ernest Comm after disconnect for nonpayment.

7.7 Beyond the specifically set out limitations in this Section, nothing herein will be interpreted to obligate Windstream to continue to provide service to any such End Users or to limit any and all disconnection rights Windstream may have with regard to such End Users.

8.0 Billing and Payments

8.1 Pursuant to this Agreement, Windstream shall bill Ernest Comm those charges, which Ernest Comm incurs as a result of Ernest Comm purchasing Resale Services from Windstream.

8.2 Windstream shall provide Ernest Comm a monthly bill including all charges incurred by and credits and/or adjustments due to Ernest Comm for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by Windstream to Ernest Comm will include:

8.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

8.2.2 any known unbilled non-usage sensitive charges for prior periods;

8.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and

8.2.4 any known unbilled usage sensitive charges for prior periods. Windstream will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Ernest Comm.

8.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due Windstream from the Interexchange Carrier.

8.4 All End User common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

8.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

8.6 Windstream will render bills each month on established bill days for each of Ernest Comm's accounts.

8.7 If Ernest Comm requests an additional copy(ies) of a bill, Ernest Comm will pay Windstream a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

8.8 Payment of all charges will be the responsibility of Ernest Comm. Ernest Comm shall make payment to Windstream for all Resale Services billed. Windstream is not responsible for payments not received by Ernest Comm from Ernest Comm's Customer. Windstream will not become involved in Billing Disputes that arise between Ernest Comm and its Customer. Payments made to Windstream, as payment on account, will be credited to an accounts receivable master account and not to an End User's account.

8.9 Payment of all charges will be due within thirty (30) days of the invoice date and payable in immediately available funds. Payment is considered to have been made when received by Windstream.

9.0 Customer Usage Data

9.1 Usage Data with respect to End Users will be provided by Windstream to Ernest Comm when the End User has been transferred to Ernest Comm, and Ernest Comm purchases Resale Services from Windstream.

9.2 Windstream will provide usage data for Ernest Comm Customers using Windstream-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:

9.2.1 All record types that are currently processed for Windstream Customers.

9.2.2 Use of CLASS/ Custom Features;

9.2.3 Station level detail for Windstream - provided CENTREX families of services; and

9.2.4 Complete call detail and complete timing information for Resale Services;

9.3 Windstream will provide Usage Data for completed calls only for service offerings that Windstream records for itself (e.g., Local Measured Services) and recordings performed on the behalf of Windstream for operator services and directory assistance.

9.4 Windstream will provide Usage Data to Ernest Comm only for Ernest Comm Customers. Windstream will not submit other carriers' local usage data as part of the Ernest Comm Usage Data.

9.5 Windstream will provide Usage Data in EMI format.

9.6 Windstream will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

9.7 Customer usage records and station level detail records will be in packs in accordance with EMI guidelines.

9.8 Windstream will transmit formatted Usage Data to Ernest Comm via CONNECT: Direct or as otherwise agreed to by the Parties. Ernest Comm is responsible for the connection.

9.9 Ernest Comm and Windstream will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. Ernest Comm will pay to Windstream a per message charge for Windstream's transmission of usage data to Ernest Comm.

9.10 Windstream will provide Usage Data to "CLEC ACRONYM TXT" daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with thirty (30) days written notice.

9.11 Windstream will establish a single point of contact to respond to Ernest Comm call usage, data error, and record transmission inquiries.

9.12 Windstream will bill and Ernest Comm will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

10.0 Directories: White Pages

10.1 Introduction

10.1.1 Windstream obtains the publication of White Pages directories (White Pages) from a third party publisher for geographic areas in which Ernest Comm may also provide local exchange telephone service, and Ernest Comm wishes to include listings information for its Customers in the appropriate White Pages directories.

10.1.2 Windstream will include Ernest Comm's Customer listings in the appropriate White Pages directory in accordance with § 10.2 Resale as specified in this Section. The Parties agree that § 10.2 Resale shall be applicable to Customers which Ernest Comm serves through a Resale Agreement.

10.1.3 Any references in this Section to Windstream procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Windstream's contractors that produce directories on its behalf.

10.1.4 A service order processing charge (Service Order Charge) will be applied to each service order issued by Ernest Comm for Windstream to process a directory listing request or change to an existing directory listing.

10.2 Service Provided - Resale

10.2.1 Windstream will include in appropriate White Pages directories the primary alphabetical listings of all Ernest Comm Customers (other than non-published or non-list Customers) located within the local directory area.

10.2.2 Ernest Comm will furnish to Windstream subscriber listing information pertaining to Ernest Comm Customers located within the Windstream local directory area, along with such additional information as Windstream may require to prepare and print the alphabetical listings of said directory.

10.2.3 Windstream will include the listing information for Ernest Comm's Customers for Resale Services in the White Pages directory database in the same manner as it includes listing information for Windstream's Customers.

10.2.4 Windstream will provide Ernest Comm with format requirements and procedures for submitting directory listings and directory updates.

10.2.5 Ernest Comm may purchase Enhanced White Pages listings for residential Customers on a per listing basis, and will pay Windstream amounts attributable to such Enhanced Listings used by its Customers.

10.2.6 Ernest Comm's subscriber listings will be inter-filed (interspersed) with Windstream's and other local service provider's subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another local service provider.

10.2.7 Windstream will deliver White Pages directories to Ernest Comm Customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by Customer address, NPA/NXX or other criteria), and the number of White Pages

directories to be provided per Customer, will be on the same terms that Windstream delivers White Pages directories to its own End Users.

10.2.8 Windstream will distribute any subsequent directories in accordance with the same practices and procedures used by Windstream.

10.2.9 At its option, Ernest Comm may purchase information pages (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than Windstream information pages. Sixty (60) days prior to the directory close date, Ernest Comm will provide to Windstream the information page(s) in camera ready format. Windstream will have the right to approve or reject the format and content of such information page(s) and, with Ernest Comm's agreement, Windstream may, but is not required to, revise the format and content of such information page(s).

10.2.10 Windstream will include Ernest Comm specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to Ernest Comm on such page will be 1/8th page in size. In order to have such information published, Ernest Comm will provide Windstream, sixty (60) days prior to the directory close date, with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. Ernest Comm will be limited to a maximum of 1/8th of a page in any single edition of a White Pages directory.

10.3 Limitation Of Liability And Indemnification

10.3.1 Windstream will not be liable to Ernest Comm for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from Windstream's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which Windstream is held liable under this Agreement to Ernest Comm, shall in no event exceed the amount of the charges billed to Ernest Comm for White Pages services with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by Windstream to the time Service is restored.

10.3.2 Ernest Comm agrees to defend, indemnify, and hold harmless Windstream from any and all losses, damages, or other liability that Windstream may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of Ernest Comm's Customers' use of the White Pages services, or the negligence or wrongful act of Ernest Comm except to the extent any such losses, damages or other liability solely from Windstream's gross negligence or willful misconduct. Ernest Comm will defend Windstream against all Customer claims just as if Ernest Comm had provided such service to its Customer with Ernest Comm's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both Windstream and Ernest Comm.

10.3.3 Ernest Comm agrees to release, defend, indemnify, and hold harmless Windstream from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by Windstream employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from Windstream's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

10.4 Pricing

10.4.1 Prices for White Pages services are as contained on Exhibit I, attached hereto and incorporated herein.

10.5 Term

10.5.1 Upon termination of this Interconnection Agreement, this Section 10 Directories will be null and void with respect to any issue of directories published thereafter.

EXHIBIT I: PRICE LIST

Price Disclaimer: The following prices are for purchasing directories and Information Pages. Based on fluctuating printing and publishing expenses, Windstream reserves the right to increase these prices by no more than 3% annually.

Price Per Initial Book: $2.86

Price per Secondary White Page Listing: $1.15/month

8 7/8" x 10 7/8" Information Page or Premium Page:

Book	Price 1-11 Pages	Price 12+ Pages
Beatrice	$3,000	$2,500
Hastings	$3,000	$2,500
Lincoln	$10,000	$7,500
Lincoln mini	$7,500	$7,000
Nebraska City	$3,000	$2,500
Wahoo	$3,000	$2,500
York	$3,000	$2,500

Price Per Book Copy Ordered after Initial Order: (See Below)

St	Directory Name	YPPA Code	Wholesale Price	Retail Price
NE	Lincoln	TBD	$10.00	$10.00
NE	Beatrice	TBD	$15.00	$15.00
NE	Hastings	TBD	$15.00	$15.00
NE	Nebraska City	TBD	$15.00	$15.00
NE	Wahoo	TBD	$15.00	$15.00
NE	York	TBD	$15.00	$15.00

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ATTACHMENT 20: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

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

"Windstream" has the meaning set forth in the preamble.

"Ancillary Services" are services which support but are not required for interconnection of telecommunications networks between two or more parties, e.g., 911, DA, and Directory Services.

"As defined or described in the Act" means as specifically defined by the Act or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the State Commission.

"Automated Message Accounting" or "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"Billing Number" means the number to which charges for a call are billable.

"Calling Party Number" or "CPN" is a feature of signaling system 7 ("SS7") protocol whereby the 10 digit number of the calling party is forwarded from the end office.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business Customers (e.g., call waiting, call forwarding and automatic redial).

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

"Confidential Information" has the meaning set forth in § 6.0 of the General Terms and Conditions.

"Connecting Facilities" means dedicated facilities provided either under this Agreement or separate contract used to connect Carrier's network and Windstream's network for the purposes of interchanging traffic.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Customer Usage Data" means the local Telecommunications Services usage data of an Ernest Comm Customer, measured in minutes, sum-minutes increments, message units, or otherwise, that is recorded by Windstream and forwarded to Ernest Comm.

"Discloser" means that party to this Agreement which has disclosed Confidential Information to the other party.

"E911 Service" is a method of routing 911 calls to a PSAP that uses Customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"Electronic File Transfer" means any system/process, which utilizes an electronic format and protocol to send/receive data files.

"End Office" means a local Windstream switching point where Windstream Customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Enhanced White Pages Listings" means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

"Exchange" is the geographic territory delineated as an exchange area for Windstream by official commission boundary maps.

"Exchange Access" is defined in the Act.

"Exchange Message Interface" or "EMI" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data.

"Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

"FCC" means the Federal Communications Commission.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interconnection Agreement" means the agreement between the Parties entitled "Interconnection Agreement Under §§ 251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

"Interexchange Carrier" or "IXC" means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

"InterLATA" has the meaning given the term in the Act.

"IntraLATA Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

"Local Service Provider" or "LSP" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect services provided under this Agreement.

"LSP Customer" means any business or residential Customer for Local Service Provider services.

"911 Service" means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Operating Company Number" or "OCN" means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

"Parties" means Windstream and the Ernest Comm collectively.

"Party" means either Windstream or the Ernest Comm as applicable.

"Recipient" means the Party to this Agreement, which has received Confidential Information from the other Party.

"Resale Services" - any telecommunications service that is provided to subscribers who are not telecommunications carriers.

"Service Area" means the geographic area, e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area, and Rural Service Area, served by the cellular system within which Carrier is licensed to provide service.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a party interconnects, either directly or through facilities provided by Windstream, or a Third Party Provider with the CCS/SS7 network.

"Switched Exchange Access Service" means the offering of transmission or switching services to telecommunications carriers for the purpose of the origination or termination of Telephone toll Service. Switched Exchange Access Services include, but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"Telephone Exchange Service" means wireline exchange connections amongst LEC End Users.

"Telecommunications" has the meanings given in the Act.

"Telecommunications Carrier" has the meanings given in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the effective date of this Agreement.

"Work Locations" means any real estate that Windstream owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 21: ACRONYMS

AMA	Automated Message Accounting
BAN	Billing Account Number
CAP	Competitive Access Provider
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LOA	Letter of Authority
LSP	Local Service Provider
LSR	Local Service Request
NECA	National Exchange Carrier Association
OCN	Operating Company Number
PIC	Primary Interexchange Carrier
PSC	Public Service Commission
PUC	Public Utilities Commission
SLC	Subscriber Line Charge
SONET	Synchronous Optical Network
SS7	Signaling System 7
STP	Signaling Transfer Point