

**INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT**

**BETWEEN**

**SOUTHEAST NEBRASKA COMMUNICATIONS, INC.**

**AND**

**TIME WARNER CABLE INFORMATION SERVICES (NEBRASKA), LLC**

## TABLE OF CONTENTS

I.	Article I .....	1
	1.0 INTRODUCTION .....	1
	2.0 RECITALS .....	1
II.	Article II.....	1
	1.0 DEFINITONS.....	1
	2.0 INTERPRETATION AND CONSTRUCTION .....	4
	3.0 SCOPE .....	4
	4.0 INTERCONNECTION .....	5
	5.0 INTERCONNECTION FORECASTING .....	7
	6.0 ROUTING.....	7
	7.0 NETWORK MANAGEMENT.....	8
	8.0 COMPENSATION .....	8
	9.0 NETWORK CHANGES.....	11
	10.0 GENERAL RESPONSIBILITIES.....	11
	11.0 TERM AND TERMINATION.....	12
	12.0 CANCELLATION CHARGES .....	12
	13.0 NON-SEVERABILITY.....	13
	14.0 INDEMNIFICATION.....	13
	15.0 LIMITATION OF LIABILITY .....	14
	16.0 DISCLAIMER .....	14
	17.0 REGULATORY APPROVAL .....	15
	18.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION .....	15
	19.0 MOST FAVORED NATION PROVISION.....	15
	20.0 MISCELLANEOUS .....	15
	21.0 DISPUTE RESOLUTION.....	20
	22.0 LOCAL MEMBER PORTABILITY (LNP) .....	21
	23.0 DIRECTORY LISTINGS AND DISTRIBUTION SERVICES .....	23
III.	Schedules .....	
	Schedule 22-A.....	27
	Schedule 22-B.....	28
	Schedule 22-C.....	29
	Schedule 23.....	31

I. Article I

1.0 INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") shall be effective as of the Effective Date (as defined herein), and is entered into by and between Southeast Nebraska Communications, Inc. ("SNCI") with its principal place of business at 110 West 17<sup>th</sup> Street, Falls City, Nebraska 68355 and Time Warner Cable Information Services (Nebraska), LLC, a limited liability company with its principal place of business at 60 Columbus Circle, New York, NY 10023 ("TWCIS (NE)").

2.0 RECITALS

WHEREAS, SNCI is an incumbent Local Exchange Carrier providing Telephone Exchange Service and Exchange Access in the State of Nebraska;

WHEREAS, TWCIS (NE) is authorized by the Commission to provide competitive local exchange telecommunications service within the State of Nebraska;

WHEREAS, SNCI and TWCIS (NE) wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

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

WHEREAS, TWCIS (NE) confirms to SNCI that its request for interconnection with SNCI was only intended to address the interconnection obligations under Section 251(b) of the Act and the procedures for negotiation, arbitration and approval of agreements under Section 252 of the Act;

WHEREAS, Sections 251 and 252 of the Act have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SNCI and TWCIS (NE) hereby agree as follows:

II. Article II

1.0 DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications

industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense, in addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Affiliate" shall have the meaning set forth in the Act.
- 1.3. "Commission" means the Nebraska Public Service Commission.
- 1.4. "Effective Date" means the latest date reflected by the signing Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval.
- 1.5. "End Office Switch or End Office" means a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
- 1.6. "End User or End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or by a customer of one of the Parties.
- 1.7. "Exchange Access" shall have the meaning set forth in the Act.
- 1.8. "FCC" means the Federal Communications Commission,
- 1.9. "Interconnection" for purposes of this Agreement is the linking of SNCI and TWCIS (NE) networks for the exchange of Local Traffic described in this Agreement.
- 1.10. "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides Telephone Toll Service, as defined in the Act.
- 1.11. "ISP Bound Traffic" means traffic that is originated on the network of either of the Parties and is transmitted to the Internet at any point during the duration of the transmission; provided, however, that ISP Bound Traffic shall not include voice traffic.
- 1.12. "Local Service Area" means the certified exchange service area within which SNCI is authorized by the Commission to provide Telephone Exchange Service.
- 1.13. "Local Traffic" is defined for all purposes under this Agreement as traffic that is originated by and terminated to End Users physically located within the Local Service Area. Local Traffic includes traffic exchanged between the Parties when some portion of such traffic is circuit switched but does not include ISP Bound Traffic.

- 1.14. "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
- 1.15. "Non-Local Traffic" means any traffic that is not Local Traffic as defined above, but does not include ISP Bound Traffic.
- 1.16. "NPA" or the "Number Plan Area," also referred to as an "area code," refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).
- 1.17. "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.18. "Party" means either SNCI or TWCIS (NE), and "Parties" means SNCI and TWCIS (NE).
- 1.19. "Point of Interconnection" ("POI") means the mutually agreed upon and designated physical location(s) at which the Parties exchange Local Traffic at a technically feasible point within SNCI's network.
- 1.20. "Rate Center" means the finite geographic point identified by a specific V&H coordinate which is used by SNCI to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center; provided a Rate Center cannot exceed the boundaries of SNCI's Exchange Area as defined by the Commission.
- 1.21. "Reciprocal Compensation" refers to the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, applicable FCC rules and regulations, and relevant court decisions, the costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.
- 1.22. "Telecommunications" shall have the meaning set forth in the Act.
- 1.23. "Telecommunications Carrier" shall have the meaning set forth in the Act.
- 1.24. "Telecommunications Service" shall have the meaning set forth in the Act.
- 1.25. "Telephone Exchange Service" shall have the meaning set forth in the Act.
- 1.26. "Telephone Toll Service" shall have the meaning set forth in the Act.
- 1.27. "Termination" means the switching of Local Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to that Party's End User.
- 1.28. "Transport" means the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's End

Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

## 2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the conflicting provision contained in this Agreement shall prevail.

## 3.0 SCOPE

3.1. This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2. This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect their networks for purposes of exchanging Local Traffic originated by the Parties' respective End Users.

3.3. TWCIS (NE) represents that it is a provider of Telecommunications Service to End Users in Nebraska. TWCIS (NE) NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG"), and this Agreement shall apply to Operating Company Numbers ("OCN") 621D assigned to TWCIS (NE) and only to Local Traffic exchanged with SNCI.

3.4. This Agreement is limited to SNCI End Users' traffic for which SNCI has tariff authority to carry. SNCI's NPA/NXXs are listed in the LERG under OCN 1591, in the State of Nebraska.

3.5. The traffic that is exchanged between the Parties through an Interexchange Carrier is not Local Traffic and is not subject to this Agreement, but rather is subject to Section 251(b)(3) and 251(g) of the Act and the exchange access tariff of the Party that operates the terminating or originating network required to carry the Interexchange Carrier's traffic.

#### 4.0 INTERCONNECTION

This Agreement provides for the following Interconnection and arrangements between the networks of SNCI and TWCIS (NE). Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1. Physical Interconnection: The Parties shall physically connect their networks via dedicated connections/circuits at the POI. Each Party shall be solely responsible for the cost and operation of the facilities, trunks and equipment to its side of the POI. The Parties acknowledge that options are available to each Party to accomplish such connections to the POI.

4.1.1. These options include provision of dedicated circuits by the Party, provision of dedicated circuits arranged through third parties, or tariffed service offerings by SNCI to the extent that TWCIS (NE) so elects. If any third party is used by a Party to arrange for dedicated connection to the POI, such Party, in addition to bearing all costs associated with the use of such third party's network, shall be solely responsible for such third party's activities to accomplish such connection. If a Party elects to utilize a third party pursuant to this section, the other Party agrees to work cooperatively with such third party to establish and maintain the physical connection at the POI in a manner that is consistent with then existing industry technical standards.

4.2. Trunk Types: Unless the Parties otherwise mutually agreed, all Local Traffic exchanged between the Parties shall be transmitted on trunks solely dedicated to such Local Traffic.

4.2.1. Neither Party may terminate Non-Local Traffic, intra-LATA or inter-LATA toll switched access traffic or originate toll-free traffic over dedicated Local Traffic trunks. N11 codes (including but not limited to, 411, 611, 911) shall not be sent between the Parties' networks via Local Traffic trunk groups.

4.2.2. Local Traffic exchange shall be provided via two-way trunks where technically and operationally feasible unless both Parties agree to implement one-way trunks.

4.2.3. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties are set forth per industry standards and will conform with all generally accepted industry standards with regards to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR.

4.2.4. SNCI's local End Office Switches shall not act as a tandem switch on TWCIS (NE) behalf, nor shall TWCIS (NE)'s local End Office Switches act as a tandem switch on SNCI's behalf.

4.2.5. Interconnection trunks for the exchange of Local Traffic shall be made at a DS-1 or multiple DS-1 level, and shall be jointly-engineered to the appropriate industry grade of service standard P.01. For clarity, that means that Interconnection shall occur at the DS-1 level, but that only as many DS-0's within each DS-1 will be activated as specified by the ordering Party.

4.3. Facility Sizing: The Parties will mutually agree upon and cooperatively develop appropriate joint forecasting for traffic utilization over Local Traffic trunk groups provided pursuant to this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. The Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information shall be exchanged by the Parties upon reasonable request. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

4.4. Dialing Parity: The Parties agree to exchange Local Traffic in a manner that is consistent with their respective duties to comply with applicable dialing parity requirements associated with such traffic.

4.5. Testing and Trouble Responsibilities: TWCIS (NE) and SNCI agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. In order to facilitate trouble reporting and to coordinate the repair of interconnection facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven (7) days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with interconnection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

**24-Hour Network Management Contact:**

For SNCI:

NOC/Repair Contact Number: 402-245-4451 (Mon.-Fri. 8-5);

After Hours: 402-245-5070 or 402-245-8204 or 402-245-8163

Facsimile Number: 402-245-4770

For TWCIS (NE):

Contact Number: 1-877-777-2263 (24 hours per day, 7 days a week)

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its

best efforts to expedite the clearance of trouble.

## 5.0 INTERCONNECTION FORECASTING

5.1. Trunk Forecasting: TWCIS (NE) shall provide two (2) year forecast for traffic utilization over the trunk group. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities or equipment are available. SNCI shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Forecast information must be provided by TWCIS (NE) to SNCI once every two (2) years except in the event of a major network project, in which case forecast information will be provided six (6) months prior to the expected event. A trunk forecast should be provided at or prior to the first implementation meeting.

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

5.3. Trunk Group Resizing: If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six (6) month period, either Party may request the issuance of an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all final facilities between SNCI central office and TWCIS (NE)'s will be engineered to achieve P.01 Grade of Service.

5.4. ASRs: All requests by TWCIS (NE) to SNCI to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

5.5. Signaling: The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. Signaling information associated with Local Traffic shall be shared between the Parties at no charge to either Party. TWCIS (NE) shall be responsible for all its SS7 signaling connections and cost associated with TWCIS (NE)'s access to and receipt of information from SNCI's STP provider.

## 6.0 ROUTING

6.1. Routing: Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

6.2. Numbering: Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Both Parties agree not to assign telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated.

6.3. Service Codes: Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, and 900) over any Non-Local Interconnection trunks.

6.4. N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over the interconnected dedicated facilities. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

## 7.0 NETWORK MANAGEMENT:

7.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each other's network, when required to protect the public switched network from congestion or failure, or focused overload. A Party will immediately notify the other Party of any protective control action planned or executed.

7.2. Mass Calling: Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume. If mass calling should occur that interferes with or disrupts the network or operations of either Party or any of its customers, such Party will notify the other Party that temporary choking-off or capping may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily choke-off or cap service forthwith, if such action is reasonable under the circumstances. In case of such temporary choking-off or capping, such Party will:

7.2.1. Promptly notify the other Party of such temporary choking-off or capping;  
and

7.2.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary choking-off or capping.

## 8.0 COMPENSATION; PAYMENT

8.1. Reciprocal Compensation: Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.13 and is related to the exchange of Local Traffic described in Section 4. The Parties agree that bill and keep shall be the method of Reciprocal Compensation used by the Parties unless and until the Local Traffic exchanged by the Parties is out of balance more than 60-40 for any sixty (60) day period, in which case a Party may provide the other Party with notice of this fact. In the event of such Local Traffic imbalance, the Parties shall, prospectively from the date of such notice, migrate their arrangement to payment of Reciprocal Compensation at the rate provided in Section 8.3 for the

remainder of the Initial Term and any extension thereof. Any absence of notification of a traffic imbalance shall not constitute a waiver of a Party's right to provide such notice at a later date.

8.1.1. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual recorded usage. Measured usage begins when the terminating recording End Office Switch receives answer supervision from the called End User and ends when the terminating End Office Switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Notwithstanding any provision to the contrary set forth herein, the Parties agree that Reciprocal Compensation for Transport and Termination of Local Traffic shall be determined on the basis of actual recorded usage. Further, and notwithstanding any provision to the contrary set forth herein, the Parties agree to exchange ISP Bound Traffic in accordance with Section 8.2.

8.2. ISP Bound Traffic: The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the FCC in CC Docket No. 96-98 on April 27, 2001. Specifically, SNCI has not offered or adopted the FCC's rate caps as set forth in that Order and; pursuant to paragraph 8I of that Order, SNCI is required to pay intercarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound Traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 8 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic.

8.3. Rate: The rate for Reciprocal Compensation shall be \$0.016 per minute.

8.4. Non-Local Traffic: Non-Local Traffic shall be terminated to a Party subject to that Party's tariffed access charges. Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges by any other party including, but not limited to, third party carriers, aggregators and resellers. Each Party also agrees to take all reasonable steps to terminate any service to an End User that permits such End User to unlawfully avoid the application of access charges by the other Party. Telecommunications traffic to or from End Users that originates or terminates in areas other than the Local Service Area is subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

8.5. Calculation of Payments: The following provisions shall apply to calculation of payments and billings:

8.5.1. SNCI will compensate TWCIS (NE) for Local Traffic delivered by SNCI to TWCIS (NE) for termination as prescribed in Section 8.1. TWCIS (NE) will compensate SNCI for Local Traffic delivered to SNCI for termination to SNCI's End Users as prescribed in Section

8.1. As applicable, the Parties will compensate each other for Non-Local Traffic at the rates provided in the Party's tariffed access charges.

8.6. Billing and Payment:

(a) In consideration of the services and facilities provided under this Agreement, except to the extent that bill and keep shall be the method for Reciprocal Compensation in accordance with Section 8.1, each Party shall prepare monthly billing statement(s) to the other Party that will separately reflect the calculation of Reciprocal Compensation payable pursuant to Sections 8.1 and 8.3 and access charges pursuant to Section 8.4. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than twelve (12) months old or that predate this Agreement. If a Party fails to bill for a service within twelve (12) months of when it was rendered, then that Party waives its right to bill for that service, absent fraud or willful misconduct by the Billed Party.

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

8.7 Billing Disputes:

(a) Neither Party shall dispute any amount billed by the other Party (whether paid or unpaid) more than two (2) months from the date of the initial invoice for the charge to be disputed. If a Party fails to dispute a charge within two (2) months of the bill date of the initial invoice for that charge, then that Party waives its right to dispute that charge (and /or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said two (2) month period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the "Disputed Amount"). Within three (3) months from the date of the initial invoice for that charge the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.

(b) If the dispute is resolved such that payment of some amount is required from the Billed Party, the Billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in subparagraph 8.6(b), above.

(c) If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the Billing Party is required to refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of resolution of the dispute, together with interest from the date payment was received at the rate specified in subparagraph 8.6(b), above.

(d) Any dispute concerning whether a Disputed Amount is due that the Parties cannot resolve by working together in good faith shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 21 of this Agreement.

## 9.0 NETWORK CHANGES

Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the update shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. The Party initiating the update shall also fully comply with the provisions of Title 47, Sections 51.325 through 51.335, Code of Federal Regulations. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

## 10.0 GENERAL RESPONSIBILITIES OF THE PARTIES

10.1. Law Enforcement Cooperation: The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act ("CALEA") enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. In the event that either Party fails to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party, the Party that failed to comply shall indemnify the other Party pursuant to the requirements of Section 10 of this Agreement. Neither Party shall use any service provided pursuant to this Agreement in any manner that prevents other persons from using or adversely impacts their Telecommunications Service, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

10.2. LERG Listings: Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

10.3. 911/E911: SNCI utilizes Windstream Nebraska, Inc. ("Windstream") for the provision of 911/E911 services. TWCIS (NE) is responsible for connecting to Windstream and populating Windstream's database. All relations between Windstream and TWCIS (NE) are totally separate from this Agreement and SNCI makes no representations on behalf of Windstream.

10.3.1. TWCIS (NE) shall be responsible for establishing 911 trunks with the designated 911 vendor. TWCIS (NE) may purchase transport for such 911 trunks from SNCI subject to applicable tariff rates.

10.3.2. SNCI will not be liable for errors with respect to TWCIS (NE)'s provision of 911/E911 services to TWCIS (NE)'s End User Customers and TWCIS (NE) shall fully indemnify and hold harmless SNCI from any claims, including claims of third parties, related to such errors.

## 11.0 TERM AND TERMINATION

11.1. Initial Term: Subject to the provisions of Section 17, the initial term of this Agreement shall be for a three (3) year term (the "Initial Term"), which shall commence on the Effective Date, and thereafter shall continue on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

11.2. Renegotiation: Either Party may request this Agreement to be renegotiated at any time after the expiration of the initial Term. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days following receipt of such 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. Provided the Parties are pursuing negotiation or arbitration of a new Agreement, this Agreement will continue in full force and effect until such new Agreement is effective.

11.3. Arbitration: If, within one hundred and thirty-five (135) days following the date of written notice of desire to renegotiate referred to in the preceding section, the Parties are unable to negotiate new terms, conditions and prices for a new agreement between the Parties, either Party may petition the Commission to establish appropriate terms, conditions and prices for such new agreement pursuant to 47 U.S.C. § 252. Any pricing terms and conditions of the new agreement between the Parties arrived at through negotiation and/or arbitration shall be retroactively effective as of the date of the written request seeking renegotiation. Unless the Parties otherwise mutually agree, true-ups or adjustments arising from any new pricing terms and conditions shall be implemented as of the effective date of the new agreement described herein.

## 12.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

### 13.0 NON-SEVERABILITY

13.1. Non-severable: The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

13.2. Legal Requirements: Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

### 14.0 INDEMNIFICATION

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

- (a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (b) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's End Users; and
- (c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parents, subsidiaries, affiliates, agents, servants, or employees shall be liable to the other for Consequential Damages (as defined in Section 15.3).

14.2. Notice: The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by End Users or other third parties for which the indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand in the event:

- (a) The Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

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

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

14.4. Settlement: Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

#### 15.0 LIMITATION OF LIABILITY

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

15.2. Equipment Failure: Except as otherwise provided in Section 14.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

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

#### 16.0 DISCLAIMER

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

#### 17.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

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

#### 18.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

#### 19.0 MOST FAVORED NATION PROVISION

Nothing in this Agreement shall alter or affect the rights of either Party pursuant to Section 252(i) of the Act.

#### 20.0 MISCELLANEOUS

##### 20.1. Authorization:

20.1.1. SNCI is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

20.1.2. TWCIS (NE) is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware authorized to do

business in the state of Nebraska and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

20.2. Compliance: Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

20.3. Independent Contractors: Neither this Agreement, nor any actions taken by TWCIS (NE) or SNCI in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between TWCIS (NE) and SNCI, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by TWCIS (NE) or SNCI in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between TWCIS (NE) and SNCI End Users or others.

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

20.5. Record Retention: During the Initial Term and any extended period that this Agreement is in effect, and within forty-five (45) days of a written request from either Party (the "Requesting Party"), the other Party (the "Providing Party") shall provide one complete month of all the call records associated with the traffic subject to Section 8.1, 8.2 and 8.4 (the "Test Month") that the Providing Party delivers to the Requesting Party through the Point of Interconnection ("POI") established under the Agreement; provided, however, that the Test Month selected shall not be older than 12 months from the date of the request. The call records shall conform to the then prevailing industry standard record format (or such other standard industry format as established from time to time). The first request in a given year of a Requesting Party for the call records of the Providing Party shall be provided to the Requesting Party at no charge. Any reasonable costs associated directly with additional requests in that same year for call records shall be borne by the Requesting Party, provided, however, that the Requesting Party is not required to pay such costs if it demonstrates that at least 30% of the traffic associated with those records falls outside of Section 8.1 of this Agreement. Each Party shall reasonably cooperate with the other in any investigation under this Section.

20.6. Confidentiality:

20.6.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i.) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 20.6.2 of this Agreement.

20.6.2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.

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

20.7. Governing Law: For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other

respects, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

20.8. Taxes: Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

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

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

20.11. Notices:

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

TWCIS (NE):  
Julie P. Laine  
Time Warner Cable  
Group Vice President & Chief Counsel  
60 Columbus Circle  
New York, NY 10023  
Phone: (212) 364- 8482  
Fax: (704) 973-6239  
Email: [Julie.laine@twcable.com](mailto:Julie.laine@twcable.com)

SNCI:  
Southeast Nebraska Communications, Inc.  
110 West 17th Street  
Falls City, NE 68355  
  
Attn: Elizabeth A Sickel, VP/General  
Mgr  
Phone Number: 402-245-4451  
Fax Number: 402-245-4770

With copy to:  
Maribeth Bailey  
Time Warner Cable  
Sr. Director, Interconnection Policy  
60 Columbus Circle  
New York, NY 10023  
Phone: (212) 364-8440  
Fax: (704) 973-6222  
Email: [Maribeth.bailey@twcable.com](mailto:Maribeth.bailey@twcable.com)

With a copy to:  
Paul M. Schudel  
Woods & Aitken, LLP  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508  
Phone Number: 402-437-8500  
Fax Number: 402-437-5558

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

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

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

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

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

20.16. Entire Agreement: The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

## 21.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

21.1. Informal Resolution of Disputes: At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

21.2. Formal Dispute Resolution: If negotiations pursuant to Section 21.1 fail to produce an agreeable resolution within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In

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

21.3. Continuous Service: The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 8 and 18) in accordance with this Agreement.

## 22. LOCAL NUMBER PORTABILITY (LNP)

22.1. Provision of LNP: In compliance with Part 52 of the FCC's rules and regulations, the Parties will mutually provide LNP services from properly equipped central offices in compliance with applicable FCC rules and orders. LNP applies when one of the Parties has received a request from an End User with an active account with the other Party that indicates the End User desires to change local carriers while retaining the telephone number or numbers associated with the End User's account.

22.2. Schedule 22-A Procedures: The Parties shall utilize the information contained in Schedule 22-A to establish the scope and procedures by which they will exchange the necessary information required to respond to a specific request for porting a telephone number between them. The Parties agree that Schedule 22-C, which is referred to as the Local Service Request (LSR), shall be utilized by the Parties to initiate a porting request.

22.3. Testing: Both Parties will perform testing to ensure proper routing and completion of calls to a ported number, and cooperate in conducting any additional testing to ensure interoperability between their respective networks and respective systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's reasonable request and, to the extent practical, perform tests to validate the operation of the network.

22.4. Single Point of Contact: Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame.

22.5. Legal Requirements: LNP shall only be provided as required by law.

22.6. Customer-initiated Request: LNP shall only be provided when an End User Customer with an active account wishes to change Local Exchange Carriers while retaining the telephone number or numbers associated with the account.

22.7. Coordination: Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required.

22.8. Number Snap-Back: When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number

will snap-back to the NXX code holder, or if thousand block pooling is being used in the rate center, the thousand block holder.

22.9. Traffic Routing: The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

22.10. Coordination: The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.

22.11. Schedule 22-B Charges: The Party that is porting out the telephone number may charge the requesting Party for such porting in accordance with Schedule 22-B, including charges for coordinated LNP activities scheduled outside of the specified hours for addressing such requests as identified in Schedule 22-B.

22.12. Letter of Authorization (LOA) or Third Party Verification (TPV): Each Party is responsible for obtaining confirmation and authorization from each End User Customer initiating transfer of service from one Party to the other Party utilizing a method authorized under the federal or state law or regulations by either obtaining a Letter of Authorization (LOA) or Third Party Verification (TPV) from the End User Customer. The Party obtaining the LOA or TPV from the End User Customer will attest to the other Party that it is in possession of such authorization but shall not be required to furnish it to the other Party unless there is a dispute. The Party obtaining the LOA or TPV is required to maintain the record of the LOA or TPV for a minimum of twenty-four (24) months from the date of signature, or, if state or federal law provides otherwise, in accordance with such law.

22.13. Combined LNP Requests: Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.

22.14. Expedited Order Charge: Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charge is as agreed to in Schedule 22-B hereto.

22.15. LNP Order Modification Charge: Either Party may request a change in due date prior to the originally scheduled due date, provided, however, that: (1) the Party receiving the modification request may charge the requesting Party an Order Modification Charge as set forth in Schedule 22-B, and (2) the new LNP date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. If the modification request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the requesting Party will be assessed the Expedited Order Charge set forth in Schedule 22-B.

22.16. Numbers Eligible for LNP: A telephone number may be ported only to End Users located within SNCI's rate center, which is associated with the NXX of the ported number.

22.17. Provision of a LSR: A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR) in accordance with Schedule 22-C .

22.18. LSR Charges: The Party receiving the LSR will bill the service order charge set forth in Schedule 22-B for each LSR or LSR modification received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later cancelled. If an LSR is later cancelled, the Party receiving the LSR will not bill the other Party an additional LSR charge pursuant to Section 22.15 for such cancellation.

## 23.0 DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

23.1. General Information Regarding Service. SNCI provides SNCI End Users with directories for the Local Service Area. The directories contain both white page and yellow page listings. The directory is published by a third party. SNCI will include TWCIS (NE) End Users listings in the white page section of the directory in accordance with this Section.

23.2. Additional Listings. TWCIS (NE) End Users may purchase yellow page listings on the same pricing structure and general terms as are available to SNCI End Users.

23.3. References. The provision of listings and directories and all other obligations under this Section shall be referred to as "Directory Service" in this Section and Agreement. Any references in this Section to SNCI procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of SNCI's contractor that publishes the directory.

23.4. Publishing Schedules; Third Parties. SNCI shall maintain full authority over the directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of the directory. All TWCIS (NE) listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of SNCI's Directory. SNCI shall periodically supply TWCIS (NE) with updates concerning publishing schedules and related matters. Nothing in this Agreement shall be construed as limiting SNCI from entering into an agreement with a third party, in its sole discretion, to act as publisher. SNCI is hereby authorized to provide TWCIS (NE) End User listing information to third party directory publishers upon such publisher's request.

23.5. Directory Service Provided. SNCI will make available one initial basic white page listing, in the same form as used for SNCI End Users, for each TWCIS (NE) End User phone number, for whom TWCIS (NE) provides to SNCI listing information, located within the geographic scope of the directory at no charge. SNCI will make available one initial basic yellow page listing, in the same form as used for SNCI End Users, for each TWCIS (NE) business End User phone number located within the geographic scope of the directory at no charge. All yellow page heading listings and decisions are within the sole discretion of SNCI. Under no circumstances shall TWCIS (NE) provide any End User information to SNCI for any TWCIS (NE) End User who has requested that their listing not be published in the directory. Additional or enhanced listings will be provided to TWCIS (NE) End Users on the same terms as

provided to SNCI End Users. Listings will be interspersed with SNCI in the directory with no discernible differentiation in the listings.

23.6. Listing Process. TWCIS (NE) will furnish to SNCI subscribers listing information pertaining to TWCIS (NE) End Users located within the local directory scope, along with such additional information as SNCI may be required to prepare and print the alphabetical listings of the directory (“Initial Compilation Process”). TWCIS (NE) will be provided the format requirements and procedures for submitting directory information and the due dates for directory listing information from SNCI. Directory information shall be sent to SNCI once per year by deadline provided by SNCI. TWCIS (NE) will be provided a Galley review process on the same terms as is provided to SNCI.

23.7. Directory Distribution. The once-a-year delivery of new directories will be delivered to TWCIS (NE) End Users in the same manner as books are delivered to SNCI End Users. Currently books are mailed. The number of directories delivered will be on the same terms as delivered to SNCI End Users. Currently, one directory is delivered for each phone line. TWCIS (NE) shall provide delivery information as requested by SNCI.

23.8. Additional Directories. TWCIS (NE) is responsible for all subsequent delivery of directories to new or existing End Users. TWCIS (NE) will be delivered a requested amount of directories, based upon a reasonable estimate, not to exceed twenty percent of the current customers, which TWCIS (NE) will need for its current and new End Users based upon a forecast provided by TWCIS (NE) before directory publication (“Initial Requested Amount”). TWCIS (NE) may order additional directories at the time of the initial request (“Initial Purchased Amount”). There may be no availability of directories beyond the Initial Requested Amount and the Initial Purchased Amount provided to TWCIS (NE). Any directories provided to TWCIS (NE) after the initial forecasted order shall be purchased, if available, at the rate in the Schedule 23.

23.9. Limitation of Liability. SNCI will not be liable to TWCIS (NE) for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Directory Service unless said losses or damages result from SNCI’s gross negligence, willful, wanton or intentional misconduct. Any losses or damages for which SNCI is held liable under this Agreement to TWCIS (NE), shall in no event exceed the amount of charges billed to TWCIS (NE) for Directory Service with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SNCI to the time the Directory Service is corrected.

TWCIS (NE) agrees to defend, indemnify, and hold harmless SNCI from any and all losses, damages, or other liability that SNCI may incur as a result of claims, demands, wrongful death, actions, or other claims by any party that arise out of any directory provided to a TWCIS (NE) End User, a TWCIS (NE) End User’s use of the directory or Directory Services or the negligence or wrongful act of TWCIS (NE) except to the extent any such losses, damages or other liability solely from SNCI’s gross negligence or willful misconduct.

TWCIS (NE) will defend SNCI against all TWCIS (NE) End User claims just as if TWCIS (NE) had provided such Directory Service to its End User with TWCIS (NE)'s own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both SNCI and TWCIS (NE).

**In no event shall SNCI be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether SNCI has been advised of the likelihood of such loss or damage and regardless of the form of action.**

TWCIS (NE) agrees to release, defend, indemnify, and hold harmless SNCI 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 SNCI employees or equipment associated with provision of the Directory Services, except to the extent any such losses, damages or other liability is based on or results from SNCI'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 Directory Service.

This Agreement does not create any joint venture, partnership, or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of independent contractors. There are no intended third- party beneficiaries to this Agreement.

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

Time Warner Cable Information Services  
(Nebraska), LLC

Southeast Nebraska Communications, Inc.

By: 

By: \_\_\_\_\_

Name: GERALD D. CAMPBELL

Name: \_\_\_\_\_

Title: EVP, Commercial Services

Title: \_\_\_\_\_

Date: 02/23/10

Date: \_\_\_\_\_

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

Time Warner Cable Information Services  
(Nebraska), LLC

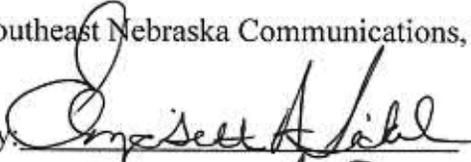
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southeast Nebraska Communications, Inc.

By:  \_\_\_\_\_

Name: Elizabeth A. Sickel

Title: Vice President

Date: 2-11-2010

**SCHEDULE 22-A**

**LNP SUPPORT INFORMATION**

	<b>Item</b>	<b>TWCIS (NE)</b>	<b>SNCI</b>
1	Company OCN		
2	Company CLLI Codes within SNCI Rate Center		
3	Rate Center Information		
	A. Covered Rate Center(s)		
	B. Associated LRN per Covered Rate Center(s)		
	C. Rate Center V and H Coordinates NECA Tariff FCC No. 4		
4	Utilization of electronic automated interface to process interconnection or service requests		
5	Contact information for requests and inquiries	Insert Contact Name Title Mailing Address Telephone Numbers Fax Number	Insert Contact Name Title Mailing Address Telephone Numbers Fax Number
6	Business Hours:		
7	Contact Information for Billing Default LNP Queries (If different than No. 5, above)		

**NOTE:**

The Parties will exchange the information contained on this Schedule 22-A prior to a request for porting a telephone number between the Parties.

**SCHEDULE 22-B**

**PRICING**

<u>SERVICE</u>		<u>CHARGE</u>
SERVICE ORDER CHARGE (LSR)	\$15.00 per LSR	
ORDER MODIFICATION CHARGE	\$15.00 per LSR	
EXPEDITED ORDER CHARGE	\$40.00 per LSR	
THIRD PARTY CHARGES INCURRED FOR DEFAULT QUERY SERVICE	Pass-Through	

SCHEDULE 22-C

Southeast Nebraska Communications (SNCI)

LOCAL SERVICE REQUEST (LSR)

Form  
#BPR-02

Send completed form as email attachment to:  
porting@sentco.net

ORDER INFORMATION

Request Number:	<input type="text"/>	chosen by requesting service provider
Version ID:	<input type="text"/>	increment for each re-issue (01, 02, etc.)
Request Type:	<input type="text"/>	Initial / Cancel / DueDateChg / Other
Follows Response Number:	<input type="text"/>	BPRR from SNCI preceding this Request
Date Request Sent:	<input type="text"/>	mm-dd-yyyy
Requested Due Date:	<input type="text"/>	mm-dd-yyyy
New Service Provider Type:	<input type="text"/>	Wireline / Wireless

**NOTE: New Service Provider will provide customer authorization pursuant to Section 22.12.\***

	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
<b><u>This Request Issued By:</u></b>	
Name:	<input type="text"/>
Telephone:	<input type="text"/>
E-mail:	<input type="text"/>
<b><u>Implementation Contact:</u></b>	
Name:	<input type="text"/>
Telephone:	<input type="text"/>
E-mail:	<input type="text"/>

*Southeast Nebraska Communications (SNCI)*

**LOCAL SERVICE REQUEST (LSR)**

**SERVICE PROVIDER INFORMATION**

	<u>SPID</u>	<u>Name</u>	<u>LRN for this Port</u>
Old Service Provider (OSP):	1591	SNCI	
New Local Service Provider:			
New Network Service Provider:			
New Reseller:			

**TELEPHONE NUMBER(S) TO PORT**

Quantity of Numbers to Port:		
Telephone Number to Port (1):		npa-nxx-xxxx
Telephone Number to Port (2):		npa-nxx-xxxx
Telephone Number to Port (3):		npa-nxx-xxxx

**OSP CUSTOMER ACCOUNT INFORMATION**

OSP Customer Account Number:		from old customer bill
OSP Customer Bill Name:		name on account
OSP Customer Bill Address 1:		street / PO box
OSP Customer Bill Address 2:		
OSP Customer Bill Address 3:		city, state
OSP Customer ZIP Code:		ZIP Code (5 digits)

## SCHEDULE 23

### DIRECTORY SERVICES PRICING

This Schedule 23 sets forth the pricing with respect the Directory Services described in the Agreement.

Initial Compilation Process - \$350.00

#### White Page Listing

Initial Basic Listing – No Charge

Additional or Enhanced Listing – \$1.00 per Month

Additional line - \$1.00 per month

#### Yellow Page Listing

Initial Basic Listing – No Charge

All additional yellow page listing or advertising purchased from publisher

#### Additional Directories

Initial Requested Amount – No Charge

Initial Purchased Amount – Based on pricing from publisher.

Any directories provided to TWCIS (NE) after the initial forecasted order shall be purchased, if available, at the rate of \$10.00 per directory.

#### Galley Review

Initial Galley – No Charge

Additional Galleys - \$150.00 for each additional Galley provided, if available and publishing schedule allows for additional review.

Manual Listing Changes - \$3.00 per each listing change.