

AGREEMENT

by and between

Green Hills Area Cellular, Inc.

and

Alma Communications Company

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PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between Alma Communications Company ("ILEC"), a corporation organized under the laws of the State of Missouri, with offices at 102 W 3rd Street, Alma, Missouri 64001 and Green Hills Area Cellular, Inc. ("CLEC"), a corporation organized under the laws of the State of Missouri with offices at 7926 NE State Route M, Breckenridge, Missouri 64625. (ILEC and CLEC may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, ILEC is authorized to provide local exchange services in the state of Missouri; and

WHEREAS, CLEC is a registered provider of competitive local exchange services in the state of Missouri; and

WHEREAS, the Parties wish to establish interconnection arrangements for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement; and

WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling areas of ILEC ("Local Interconnection"); and

WHEREAS, the Parties enter into this agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Now, therefore, in consideration of the terms and conditions contained herein, the Parties hereby mutually agree as follows:

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, ILEC and CLEC hereby agree as follows:

1. Scope of this Agreement

- 1.1 This Agreement includes the Principal Document, ("General Terms and Conditions"), including Attachments A ("Glossary of Terms"); B ("Additional Services"); C ("Interconnection and Number Portability"); and D ("Pricing"), and Appendix A ("Designation of Interconnection Point(s)"). This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of ILEC. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Certain other terms used but not defined herein will have the meanings ascribed to them in the Act and in the FCC's and the Missouri Public Service Commission's ("Commission") Rules and Regulations.
- 1.2 If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the General Terms and Conditions of the Agreement and any attachment or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in the attachment or appendix shall prevail.
- 1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.
- 1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.
- 1.5 This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) destined to Telephone Numbers (TNs) associated with Operating Company Numbers (OCNs) of either CLEC or ILEC and exchanged indirectly via a third-Party network or directly via direct interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for Traffic originated on the network of a third-party carrier that transits CLEC's network and is delivered by CLEC to ILEC for termination.

- 1.6 This Agreement supersedes and terminates all previous agreements between ILEC and CLEC governing the exchange of local traffic between local exchange carriers.
- 1.7 Nothing in this Agreement shall be construed to prevent CLEC from providing services to or obtaining services from other carriers.

2. Regulatory Approvals

- 2.1 This Agreement, and any amendment or modification hereof, will be submitted by CLEC to the Commission for approval within ten (10) Business Days after obtaining the last required Agreement signature. ILEC and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3. Term and Termination

- 3.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, and shall continue in effect for a period of 2 years (24 months) after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 3.2 Either Party may terminate this Agreement effective upon the expiration of the Initial Term or each subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 3.3 If upon expiration or termination of this Agreement, the Parties are negotiating a successor agreement, during such negotiation period, each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and condition of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be trued-up to comply with the rates, terms, and conditions of the successor agreement.

- 3.5 If either Party provides notice of termination pursuant to Section 3 and by 11:59 PM Central Time on the proposed date of termination neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will continue until the earlier of (1) the date such services are cancelled by CLEC or (2) 180 days from the date of termination.
- 3.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

4. Attachments and Appendices

- 4.1 The following Attachments and Appendices are a part of this Agreement.

Attachment A	--	GLOSSARY OF TERMS
Attachment B	--	ADDITIONAL SERVICES
Attachment C	--	INTERCONNECTION AND NUMBER PORTABILITY
Attachment D	--	PRICING
Appendix A	--	DESIGNATION OF INTERCONNECTION POINT(S)

5. Applicable Law

- 5.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America, including but not limited to the Act, (b) the laws of the State of Missouri, (c) the rules, regulations and orders of the FCC and the Commission, and (d) any orders, rulings, and decisions of courts of competent jurisdiction. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 5.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 5.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts nor failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

- 5.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 5.5 If any final and non-appealable legislative, regulatory, judicial or other, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall provide thirty (30) days written notice to renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6. Assignment

- 6.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, under this Agreement or of any interest in this Agreement, without the written consent of the other Party, which consent shall not unreasonably be withheld, shall be void, and the assigning Party shall remain responsible for all obligations hereunder; provided, however that no such written consent but written notice shall be required in order for either Party to assign any right, obligation, duty, or interest under this Agreement to that Party's Affiliate. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Request for written consent must be given at least sixty (60) days in advance of the proposed assignment.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year for the most recent period of 12 full months ending within 60 days of written notice of audit; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$10,000 for any consecutive 12-month period.

- 7.2 All information reviewed or developed by the Auditing Party shall be considered to be Confidential Information that is subject to the provisions of Section 10 of this Agreement. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given written notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills. Each Party shall correct previously uncorrected net inaccuracies revealed by an audit.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records, in the format in which such records are stored by the Audited Party, necessary to assess the accuracy of the Audited Party's bills unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$10,000 for any consecutive 12 month period, in which case the Audited Party shall reimburse the Auditing Party for the reasonable cost of the audit and any out-of-pocket expenses associated with the audit.
- 7.5 If an independent auditor is to be engaged, such auditor shall be selected by the thirtieth (30th) day following the audited party's receipt of written audit notice. The auditing party shall cause the independent auditor to execute a non-disclosure agreement in a form agreed upon by the Parties.

8. Authorization

- 8.1 ILEC represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 CLEC represents that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis, and the Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice. Each Party shall ensure bills and payments reference the specific company name and billing account for which traffic is being billed or paid. Invoices between the Parties shall be clearly organized, and charges must be accompanied by a brief, clear, non-misleading

description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until reissued in the proper format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

- 9.2 Except as otherwise provided in this Agreement, payment of undisputed amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) Calendar Days of the rendition of the invoice (the "Due Date"). If a Party does not receive a bill at least twenty (20) days prior to the Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, equal to the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be in writing and accompanied with proof of late bill receipt.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed Party fails to provide a notice of dispute within twenty-four (24) months of the payment Due Date for the amount in question, then the billed Party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement. If a Party properly disputes charges and withholds payment of the disputed amount, such amount shall be subject to late payment charges as set forth below. If the dispute is resolved in favor of the invoicing Party, then the disputed amount plus the late payment charge shall be paid to the invoicing Party within thirty (30) days of resolution of the dispute. If the dispute is resolved in favor of the disputing Party, then the invoicing Party shall credit the invoice of the disputing Party for the amount of the disputed charges, plus any late payment charges assessed on such amount, no later than the second bill date after the resolution of the dispute. Any amounts owed under the terms of this Agreement by one Party to the other Party, if not paid when due, shall be subject to a late payment fee equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate of interest that may be charged under applicable law, compounded daily, for the number of days from the date on which such payment was due until the date on which such payment is made and available. The dispute resolution procedures set forth in this Section shall also apply to disputes that may arise between the Parties regarding the origin of traffic for which one Party seeks compensation from the other Party under the terms of this Agreement.

9.4 This Section is intentionally left blank.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default by the billing Party, or a waiver of the billing Party's right to payment of the incurred charges; provided however a Party shall not submit a statement of charges more than twenty-four (24) months after the date the services were provided.

9.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses (unless the Party provides a change of address):

To CLEC: Accounts Receivable/Payable
7926 NE State Route M
Breckenridge, MO 64625
Email: ghap@ghtc.com

To ILEC: Alma Communications Company
102 W 3rd Street
Alma, Missouri 64001
Email:

10. Confidentiality

10.1 As used in this Section 10 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement:

- i. Books, records, documents and other information disclosed or developed in an audit pursuant to Section 7 ("Audits");
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);

- v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"
 - vi. Any information that is communicated orally or visually; and
 - vii. All orders (and related information) for any services placed by either Party pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of either Party's customers pursuant to the Act and the rules and regulations of the FCC, and call records and Recorded Usage Data whether disclosed by one Party to the other or otherwise acquired by either Party in the course of the performance of this Agreement, will be deemed Confidential Information of Disclosing Party for all purposes under this Agreement.
- 10.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of Confidential Information, except to the extent that such information is required to fill an order for services provided under this Agreement.
- 10.3 A Party may request a nondisclosure agreement of the other Party under this section.
- 10.4 Except as otherwise provided in this Agreement, the Receiving Party shall:
- i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement, and only for the specific purpose for which the information was provided; and
 - ii. Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.
- 10.5 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty

(30) calendar days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and shall certify to the Disclosing Party that the destruction has occurred.

10.6 Unless otherwise agreed, the obligations of this Section do not apply to information that:

- i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
- ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
- iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- iv. Is independently developed by the Receiving Party;
- v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall promptly notify the Disclosing Party of the requirement in order to enable the Disclosing Party to seek protective arrangements.

10.7 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

10.8 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not

limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

- 10.9 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right provided by Applicable Law with regard to the use or protection of the confidentiality of CPNI. Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement for a period of two (2) years.

11. Counterparts

- 11.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

- 12.1 If either Party (the "Defaulting Party") defaults in the payment of any undisputed amount due or violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice (the "Default Notice") thereof, the other Party (the "Aggrieved Party") may terminate this Agreement and services hereunder by written notice; provided; however, the Aggrieved Party has provided the Defaulting Party with written notice at least twenty-five (25) days (which shall not begin to run until after the thirty (30) day period) prior to terminating service.
- 12.2 Such Default Notice shall be posted by overnight mail, return receipt requested. If the Defaulting Party cures the default or violation within the twenty-five (25) day period, the Aggrieved Party will not terminate service under this Agreement. For purposes of this Section 12, the terms "default," "violate," and "violation," in all of their forms, shall mean "materially default," "material default," "materially violate," or "material violation," as appropriate.
- 12.3 If the Defaulting Party disputes that the Aggrieved Party's notice of default or believes the violations are justified by relevant facts, then the Parties shall address the disagreement pursuant to the processes set forth in Section 14 ("Dispute Resolution").

13. Discontinuance of Service

- 13.1 If a Party proposes to discontinue, or actually discontinues, its provision of service to Customers in the ILEC service area, such Party shall provide notice of such discontinuance as required by Applicable Law.

14. Dispute Resolution

14.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within sixty (60) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties are unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, then the Parties agree that the dispute shall be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than ninety (90) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, the Parties will reimburse the Commission as required by its rules and regulations or as otherwise mutually agreed. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement provided; however, that neither Party shall be required to act in any unlawful fashion. If the dispute cannot be resolved by the Commission, and it must be brought before a court of competent jurisdiction, or if a decision of the Commission is appealed to a court of competent jurisdiction, then the Party prevailing before the court shall be entitled to recover its reasonable expenses relating to the court action, including reasonable attorney fees. Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Venue for any court actions shall be in Jefferson City, Missouri.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, floods, hurricanes, tornadoes, storms, fires, explosions, earthquakes, volcanic actions, power failures, embargos, boycotts, wars, revolutions, civil commotions, acts of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts or lock outs), acts of God, pandemic, epidemic, civil or military authority, government regulation, or any other circumstances beyond the reasonable control and without the fault or negligence of the

Party affected.

- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, including, but not limited to, payment of charges for services that were not performed due to the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 14.1 and 14.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement, except for any demand of payment for services not performed due to the Force Majeure Event.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

- 16.1 In addition to any other forecasts required by this Agreement, upon request no more than two (2) times per year by the Providing Party, the Purchasing Party shall provide forecasts regarding the Services that it expects to purchase, including, but not limited to, forecasts regarding the types and volumes of Services that it expects to purchase and the locations where such Services will be purchased. Such forecasts shall be considered to be Confidential Information under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons associated with the Providing Party who need to know such information in order to adequately provision the types and volumes of Services that the Purchasing Party expects to purchase at the locations where such Services will be purchased. The Providing Party may utilize the forecasts for planning purposes, but shall not be required to actually install facilities or otherwise provision in accordance with the forecasts unless and until the Purchasing Party actually orders Service from the Providing Party.

17. Fraud

- 17.1 Neither Party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's Customers or other third parties; provided, however, that both Parties shall cooperate

to discover and prevent fraud to each Party's Customers or other third parties.

18. Good Faith Performance

- 18.1 The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, mutual agreement, or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement, or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned, or delayed.

19. Headings

- 19.1 The headings and section references used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

20. Indemnification

- 20.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers, agents, contractors, and employees ("Indemnified Party"), from and against any and all Claims, including, but not limited to, Claims for libel, slander, invasion of privacy, or infringement of copyright (arising from the other Party's own communications) or all other Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).
- 20.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:
- i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim, in writing, promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party, which consent shall not unreasonably be withheld; and (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and

expense.

- ii. Either Party may participate with counsel at Party's expense.
- iii. Neither Party shall unreasonably expose each other to risk of damages not covered by indemnity.
- iv. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- v. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.
 - a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, including any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
 - b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.
 - c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses and defenses set forth in applicable Tariffs and Customer contracts of the Indemnified Party, that limit liability to third parties as a bar to, or limitation on, a Claim for damages by a third-party plaintiff.
 - d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

20.3 Except as otherwise provided above and consistent with Applicable Law, each Party agrees that it will not bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees, agents or contractors of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such

person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

- 20.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement for a period equal to the longest statute of limitations applicable to any Claim arising hereunder.

21. Intellectual Property

- 21.1 Any intellectual property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trademark, trade secrets, and other proprietary rights. No license in patent, copyright, trademark, service mark, or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled, or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 21.2 CLEC acknowledges that its right under this Agreement may be subject to or limited by intellectual property rights and contract rights of third parties. ILEC agrees to use its best efforts to obtain for CLEC, at CLEC's cost, third party intellectual property rights required to enable CLEC to receive the Services provided for under this Agreement.
- 21.3 ILEC shall have no obligation to attempt to obtain for CLEC any third party intellectual property right(s) that would permit CLEC to use any unbundled network elements in a different manner than used by ILEC.

22. Joint Work Product

- 22.1 The Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms.

23. Law Enforcement

- 23.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 23.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

- 23.3 Where law enforcement authorities or national security authorities request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

24. Liability

- 24.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 24.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees, agents and contractors of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 24.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees, agents and contractors of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 24.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 24.5 Nothing contained in this Section shall exclude or limit liability:
- i. under Sections dealing with Indemnification, or, Taxes;
 - ii. for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

- iii. for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - iv. for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - v. under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;
 - vi. under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or
 - vii. caused by the gross negligence or intentionally wrongful acts or omissions.
- 24.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee, agent or contractor of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 24.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees, agents or contractors of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

25. Network Management

- 25.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network, and to ensure that Service is initiated and disconnected smoothly and without damage to the network or facilities of either Party. Each party, or their Agent, will exchange appropriate information (e.g., network information, 24/7 maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.
- 25.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the

service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

25.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

- i. The Impaired Party must notify the Interfering Party as required by this Section and allow that Party a reasonable opportunity, under the circumstances, to correct the problem.
- ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.
- iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;
- iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.
- v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

25.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard

procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

- 25.5 Maintenance. Parties shall provide prior notification of any scheduled maintenance activity performed by a Party that such Party reasonably believes may be service affecting to the other Party.

26. Notice of Network Changes

- 26.1 If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide written notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

27. Notices

- 27.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

- i. shall be in writing;
- ii. shall be delivered (a) by express delivery service with next Business Day delivery (with a courtesy scanned copy also sent to the email addresses if listed below); or (b) by certified or registered U.S. mail, return receipt requested, postage prepaid (with a courtesy scanned copy also sent to the email addresses if listed below);
- iii. shall be delivered to the following addresses of the Parties:

To: CLEC: Green Hills Area Cellular, Inc.
 Attn: David Adams
 General Manager
 7926 NE State Route M
 Breckenridge, MO 64625
 Phone: (660) 644-5411
 Email: dadams@ghac.com

To ILEC: Alma Communications Company
 Attn: Adolf Heins
 102 W 3rd Street
 Alma, Missouri 64001

Phone: (660) 674-2297
Email:

- iv. or, to such other address(s) as either Party may designate from time to time by proper notice; and
- v. either Party may unilaterally change its designated representative and/or contact information for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

27.2 Notices will be deemed given as of the earlier of (a) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent or the date of actual receipt, whichever is later, or (b) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt.

28. Performance Standards

28.1 Each Party shall provide Services under this Agreement in accordance with the standards required by this Agreement. For standards not specifically stated in this Agreement, Services provided under this Agreement will be provided in accordance with Applicable Law. And for those standards not covered in any Applicable Law, Services under this Agreement will be provided in accordance with industry standards.

28.2 This Section 28.2 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that one Party would not otherwise be required to provide to the other Party pursuant to this Agreement, Applicable Law or Tariff. To the extent that one Party requests (the "Requesting Party") of the other Party (the "Responding Party") any such Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement for the exchange of Telecommunications traffic or any other Services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which the Responding Party provides for its own services or beyond that which the Responding Party provides with any other carrier with which the Responding Party has an interconnection agreement, or which would require the Responding Party to incur extraordinary costs and/or expenses beyond that which the Responding Party incurs for its own services or beyond that which the Responding Party incurs for service arrangements with any other carrier with which it has an interconnection agreement, the Responding Party may, at its sole judgment and discretion and after full and proper notice to the Requesting Party, provide such superior arrangements under the condition that the Requesting Party shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such superior arrangements.

29. Point of Contact for Customers

Interconnection Agreement by and Between Alma Telephone Company and Green Hills Area Cellular, Inc.

29.1 Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its Customers. Each Party shall advise its customers of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.

29.2 Neither Party shall have any obligation to accept a communication from the other Party's Customer, including, but not limited to, a request by the other Party's Customer for repair or maintenance. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

30. Publicity and Use of Trademarks or Service Marks

30.1 No trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing, or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise, or market that it is the same as the other Party or engage in any other activity that results in the likelihood of confusion between its own service and the service of the other Party.

31. References

31.1 All references to Sections, Attachments, or Appendices shall be deemed to be references to Sections, Attachments, and Appendices of this Agreement unless the context shall otherwise require.

31.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document, or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

32. Relationship of the Parties

32.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

32.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or

grant to either Party a franchise, distributorship or similar interest.

32.3 Except for provisions herein expressly authorizing a Party to act for another Party, 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 or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

32.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

32.5 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.

32.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

33. Reservation of Rights

33.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges, and the Services that must be offered) through changes in Applicable Law; and (c) to challenge the lawfulness and propriety of, and to seek changes in, any Applicable Law, including, but not limited to, any rule, regulation, order, or decision of the Commission, the FCC, or a court of applicable jurisdiction, including challenges of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. Nothing in the Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry for addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration.

34. Severability

Interconnection Agreement by and Between Alma Telephone Company and Green Hills Area Cellular, Inc.

- 34.1 Should any portion of this Agreement be held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the Parties reserve the right to sever portions of the Agreement that are ruled as invalid, illegal, or unenforceable. The remainder of the Agreement shall remain in full effect. Parties may also renegotiate portions of the Agreement that are severed.

35. Subcontractors

- 35.1 A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, however, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

36. Successors and Assigns

- 36.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

37. Survival

- 37.1 The rights, liabilities, and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation, or termination of this Agreement, the rights, liabilities, and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities, and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation, or termination of this Agreement, shall survive the expiration, cancellation, or termination of this Agreement for a period that coincides with the applicable statute of limitations established by Applicable Law.

38. Taxes

- 38.1 Excluding taxes based on the selling Party's net income, the purchasing Party is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale, or use of service, including, but not limited to, value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise, or other taxes, fees, duties, or surcharges (including regulatory and 911 surcharges), whether imposed on either Party or its affiliate, along with similar charges stated in an invoice (collectively "Taxes and Fees"). Some Taxes and Fees and costs of administering the same are recovered through imposition of a percentage surcharge(s) on the invoice. If either Party is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to the other Party, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by the purchasing Party shall be increased so that, after any such

deduction or withholding for such withholding Taxes, the net amount received by the selling Party will not be less than the selling Party would have received had no such deduction or withholding been required. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the Purchasing Party until it is provided.

39. Technology Upgrades

39.1 Each Party (the "Providing Party") shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by the other Party pursuant to this Agreement, at a level of quality that is equal to that which the Providing Party provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, the Providing Party shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

39.2 Each Party shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

40. Territory

40.1 This Agreement applies solely to the Local Calling Area.

41. Third Party Beneficiaries

41.1 Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their legal successors and permitted assigns, and nothing herein shall create or be construed to provide any third persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

42. Filing of Agreement

42.1 The Parties understand and agree that this Agreement will be filed by CLEC with the Commission pursuant to Section 252 of the Act.

43. 252(i) Obligations

43.1 To the extent required by law, each Party shall comply with section 252(i) of the Act.

44. Use of Service

44.1 Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

45. No Waiver

45.1 Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement. This Agreement is the result of voluntary negotiations between Local Exchange Carriers and shall be construed as an Agreement reached through voluntary negotiation.

46. Warranties

46.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR FACILITIES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

47. Entire Agreement

47.1 This Agreement and any Attachments, Appendices, or Tariffs which are incorporated herein by reference, sets forth the entire understanding and supersedes 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 each Party to be bound thereby.

48. Robocall Mitigation

48.1 For robocall authorization, Parties shall adhere to all applicable federal rules and regulations.

48.2 For robocall traceback, Parties shall adhere to all applicable federal rules and regulations.

49. Authority

49.1 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

50. Nomadic Traffic

50.1 Due to the advancement of Internet Protocol ("IP") technology and applications available, services have become more mobile. Because of this, the Parties agree that Nomadic Traffic is VoIP Traffic that originates or terminates to an Internet Protocol CPE device capable of being used at locations other than and in addition to the End User's service location and utilizes mobile computing technology to connect to the global internet or uses specific data resources from a stored location while moving around from one place to another. Both Parties agree that Nomadic Traffic provided by either Party will be incidental. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable Switched Access Service charges. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to amend the Agreement.

51. Interconnected VoIP Provider (IVP)

51.1 CLEC may provide services to an IVP in which it will be IVP's Carrier Partner, as that term is used and defined by the FCC, and it wishes to order interconnection services from ILEC in order to provide such services.

51.2 ILEC and CLEC will interconnect, exchange traffic, and maintain compensation for traffic originated or destined to an IVP as if it were traffic to or from CLEC's Customers as provided for in this Agreement.

51.3 ILEC shall route such IVP traffic destined for CLEC's end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic.

51.4 CLEC may obtain NXX codes or thousands number blocks on behalf of an IVP.

51.5 IVPs may directly obtain NXX codes and/or thousands number blocks consistent with

current FCC rules. The Parties understand and agree that IVP's OCN and LRN will be associated with its Carrier Partner, CLEC, for all traffic under this Agreement.

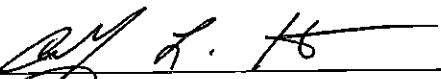
- 51.6 CLEC agrees to pass unaltered signaling information received from the IVP per 47 C.F.R. § 64.1601 and applicable industry standards.
- 51.7 CLEC shall be responsible for providing 911 services to its IVP(s).

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement between Alma Communications Company and Green Hills Area Cellular, Inc., for the state of Missouri, to be executed as of the Effective Date.

Alma Communications Company

Green Hills Area Cellular, Inc.

By: 

By: 

Printed: David L. Adams

Printed: David Adams

Title: Manager

Title: General Manager

Date: 9-4-24

Date: 8/28/24

ATTACHMENT A

To the Agreement By and Between

Alma Communications Company

And

Green Hills Area Cellular, Inc.

GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Certain other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as described above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

2. Definitions

- 2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).
- 2.3 "Affiliate" shall have the meaning set forth in the Act.
- 2.4 "Agent" shall include an agent or servant.

- 2.5 "Agreement" means this Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.6 "Ancillary Traffic" means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.
- 2.7 "Applicable Law" means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.
- 2.8 "Business Day" means Monday through Friday, except for ILEC's holidays.
- 2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December
- 2.10 "Calendar Year" means January through December.
- 2.11 "Calling Party Number" or "CPN" means a CCS parameter that identifies the calling party's telephone number.
- 2.12 "Central Office" or "CO" refers to a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 2.14 "Commission" shall mean the Missouri Public Service Commission.
- 2.15 "Common Channel Signaling" or "CCS" refers to a method of

transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.

- 2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.
- 2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC").
- 2.18 "Customer" or "End User" means the retail, residential, or business subscriber that is the ultimate end user of Telephone Exchange Services provided by either of the Parties or by a Party's Retail Provider or Wholesale Provider Customer.
- 2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.
- 2.20 "Day" means calendar days unless otherwise specified.
- 2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.22 "Enhanced Services" shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer's transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction with stored information.
- 2.23 "End User" - see "Customer."
- 2.24 "Enhanced Service Provider" or "ESP" shall mean a provider of Enhanced Services.
- 2.25 "Entrance Facility" shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.

- 2.26 "FCC" shall mean the Federal Communications Commission.
- 2.27 "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit to the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area must be both within the same LATA and within the state of Missouri.
- 2.28 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.
- 2.29 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.30 "InterLATA Traffic" means telecommunications traffic that originates in one LATA and terminates in another LATA.
- 2.31 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world- wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.
- 2.32 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.
- 2.33 "Internet Service Provider" or "ISP" is a vendor who provides access for Customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.

- 2.34 "Internet Traffic" or "ISP Bound Traffic" means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP located in the local calling area.
- 2.35 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.
- 2.36 "IntraMTA Traffic" is Commercial Mobile Radio Services ("CMRS") traffic that: (1) originates or terminates on or transits one Party's network; (2) terminates on the other Party's network; and (3) at the beginning of the call originates and terminates in the same MTA.
- 2.37 "Interconnection Point" or "IP" means the location on the incumbent LEC network of ILEC at which the connection is made by CLEC for the exchange of Local Traffic between the Parties.
- 2.38 "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an internet service provider.
- 2.39 "Listing Information" shall mean a Customer's primary name, address (including city, state, and zip code), telephone number(s), the delivery address and the number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information both parties agree to be included in the publication and delivery of directories.
- 2.40 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.
- 2.41 "Local Calling Area" shall mean the local serving exchange area as defined by the effective local exchange tariff(s) of ILEC, in addition to areas contained within exchanges that are included in non-optional Extended Area Service plans contained in the effective local exchange tariff(s) of ILEC and any other areas included by mandatory local calling scope arrangements established and defined by the Commission.
- 2.42 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
- 2.43 "Local Exchange Routing Guide" or "LERG" shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.

- 2.44 "Local Number Portability" ("LNP") means the ability of Customers of Telecommunications Services to retain, within the same geographic Rate Center Area associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 2.45 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 2.46 "Local Traffic" or "Subject Traffic" means traffic that originates and terminates within the Local Calling Area and intraMTA Traffic as defined by the FCC. For purposes of this Agreement, Local Traffic includes VoIP-PSTN Traffic and ISP-Bound Traffic within a Local Calling Area.
- 2.47 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 2.48 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.49 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 2.50 "Primary Listing" shall mean a Customer's primary name, address, and telephone number.

- 2.51 "Proprietary Information" shall have the same meaning as Confidential Information, which is defined in Section 10 of the General Terms and Conditions.
- 2.52 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.
- 2.53 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.
- 2.54 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 2.55 "Rate Center Point" refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic.
- 2.56 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originating by the Customers of one Party on that Party's network and terminating to the Customers of the other Party on that other Party's network.
- 2.57 "Service" shall mean and encompass any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.
- 2.58 "Retail Provider" means an entity that offers service to its End Users or obtains service from one of the Parties to this Agreement for sale to its End Users. A Retail Provider may or may not have its own facilities and it may be a Telecommunications Carrier or a non-Telecommunications Carrier.
- 2.59 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

- 2.60 "Subject Traffic" – See "Local Traffic".
- 2.61 "Subsidiary" means a corporation or other person that is controlled by a Party.
- 2.62 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 700 access, 800 access, 888 access and 900 access.
- 2.63 "Synchronous Optical Network ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid- span meets). The base rate is 51.84 Mbps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 Gbps).
- 2.64 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 2.65 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.66 "Telecommunications" is as defined in the Act.
- 2.67 "Telecommunications Carrier" shall have the meaning set forth in the Act.
- 2.68 "Telecommunications Services" shall have the meaning set forth in the Act.
- 2.69 "Transit Traffic" means Local Traffic that originates on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network. It may also mean Local Traffic originated on one Party's Network, transited through a third party Telecommunications Carrier's Network, and terminated to the other Party's network.
- 2.70 "Voice over Internet Protocol Traffic" or "VoIP-PSTN Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

- 2.71 "Wholesale Provider" is a Telecommunications Service provider that offers or uses a Wholesale Service.
- 2.72 "Wholesale Service" is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to its End Users.

ATTACHMENT B

To the Agreement By and Between

Alma Communications Company

And

Green Hills Area Cellular, Inc.

ADDITIONAL SERVICES

The Services described in this Attachment B shall only be available to CLEC under this Agreement: (i) when ILEC is providing the Service to itself, (ii) in areas where ILEC is providing such Service to ILEC's end-user subscribers (except for dialing parity and Local Number Portability), and (iii) subject to the limitations specified herein. To the extent that ILEC does not provide the Services described in this Attachment B to itself or if the requested Service is not available to ILEC's end-user subscribers, CLEC must secure any desired Services under a separate agreement with ILEC or with another provider.

1. Dialing Parity - Section 251(b)(3)
 - A. Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.
2. Directory Listing and Directory Distribution
 - A. CLEC will work directly with a third party vendor to make its Directory Listing available to any and all publishers.
 - B. As long as ILEC continues to create and distribute a directory, ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory.
 - C. Charges for Directory Listings will be between CLEC and publisher.

ATTACHMENT C

To the Agreement By and Between

Alma Communications Company

And

Green Hills Area Cellular, Inc.

INTERCONNECTION AND NUMBER PORTABILITY

This Attachment describes the arrangements between the Parties for interconnection and the transmission and routing of telecommunications traffic as set forth below.

1. Scope of Traffic

- 1.1 The Parties agree that traffic delivered over the interconnection facilities will consist of the following traffic: Local Traffic pursuant to sections 251(a) and (b) of the Act.
- 1.2 Each Party agrees that it will not provision any of its services in a manner that will result in, or that permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the Agreement, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs. All traffic that does not originate and terminate to Customers within the same local calling area of either Party, excluding tariffed FX service and Non-Local VoIP Traffic, is subject to intrastate or interstate Switched Exchange Access Service. Non-Local VoIP Traffic is compensable at ILEC's interstate switched access rates.
- 1.3 Both Parties agree that they will: (a) assign telephone numbers to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number in a manner consistent with this Agreement; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of traffic as set forth in this Section; (c) assign telephone numbers consistent with the Local Exchange Routing Guide (LERG) within the Local Calling Area; (d) assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other

Party; (f) be responsible for the transport of originating calls from its network to the POI; (g) ensure that its facilities are compatible; and (h) work cooperatively to install and maintain reliable interconnected telecommunications networks. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.

- 1.4 If either Party violates Section 1.2 or 1.3 above, the other Party shall be entitled to charge originating and terminating access charges as prescribed by applicable tariff, for traffic associated with such violations.
- 1.5 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement.
- 1.6 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. Each Party is responsible for updating the ALI database. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk groups established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party, in accordance with the terms of this Agreement, for any claims, including claims of third parties, related to such calls.

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection

- 2.1.1 Indirect Interconnection. Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that pursuant to § 251(a)(1) of the Act, CLEC may choose to indirectly interconnect with ILEC for the exchange of Local Traffic through the use of a third party tandem provider. When either Party determines that the volume of traffic exchanged between the Parties warrants a direct interconnection (which for purposes of this Agreement shall mean an average of 250,000 two-way minutes of use over a consecutive three month period), a direct interconnection will be established.

- 2.1.2 Each Party shall be responsible for the cost of providing facilities to the third party local tandem. If CLEC chooses to use a third party carrier to provide connectivity between the Parties ("Transit Traffic"), then each Party shall be responsible for all transit costs for its originated traffic.
- 2.1.3 Each Party is responsible for delivering its originating traffic to the IP for delivery to the terminating Party.
- 2.1.4 When CLEC uses a third party tandem and/or transit service to send Local Traffic to ILEC, ILEC may use measurements provided by the third party to determine CLEC's Local Traffic volumes.
- 2.1.5 Direct Interconnection. Should the Parties agree to direct interconnection as provided in Section 2.1.1, the Parties shall utilize mutually agreeable IP(s) designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially for the costs of bringing their facilities to their side of the IP and for the delivery to the IP of any traffic that the Party sends to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law.
 - A. The Parties agree to interconnect at one or more IPs as set forth in Appendix A in accordance with the following options:
 - 1. The Parties may interconnect at a mid-span meet point subject to the following terms, conditions, and provisions:
 - a. The mid-span meet point, as proposed, must be technically feasible and not unduly economically burdensome as determined by the Commission and shall be subject to reasonable engineering, environmental, safety, and security best practices. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the IP and to provide for a point of demarcation between the networks of each party;
 - b. The IP must be located on the incumbent network of ILEC and within or at ILEC's exchange boundary; and
 - c. The location, equipment, and work needed to establish the IP shall be subject to mutual agreement of the Parties.
 - 2. Any other mutually agreed to arrangement, as agreed to by the Parties.

- 2.1.6 Direct interconnection trunks will be designed and provisioned as two (2) way trunks.
- 2.1.7 Each Party shall provide its own facilities or purchase necessary transport for the provisioning of facilities to the agreed to IP(s).
- 2.1.8 The Parties shall utilize the common channel out-of-band signaling ("CCS") protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). The Parties currently utilize SS7 using SS7 signaling parameters as part of the ISDN User Part ("ISUP") protocol. Either Party may choose to select a signaling vendor for purposes of providing signaling.
 - A. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including ISUP and, if available, Transaction Capability User Part ("TCAP") messages. Where technically feasible, the Parties shall include the Jurisdictional Information Parameter (JIP) in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate. ILEC agrees to provide carrier identification parameter (CIP) within CLEC's SS7 call set-up signaling protocol at no charge.
 - B. Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered.
 - C. ILEC agrees to provide carrier identification parameter (CIP) within CLEC's SS7 call set-up signaling protocol at no charge.

2.2 Trunking Arrangements

- 2.2.1 The Parties will interconnect one or more trunk groups for the transmission and routing of Local Traffic as set forth in Appendix A.
- 2.2.2 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, either Party may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%); provided, however, the

trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

- 2.2.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities or Session Initiation Protocol (SIP) facilities, where available. ILEC shall support 64 KBPS clear channel where it provides such capability to its end users.
- 2.2.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.
- 2.2.5 The trunk group(s) established between the Parties pursuant to the terms of this Agreement for the exchange of Local Traffic shall be engineered to a P.01 Grade of Service. The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.
- 2.2.6 The Parties shall collaboratively determine the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. CLEC shall order two-way trunks by submitting ASRs to ILEC and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within ILEC's effective standard intervals or negotiated intervals, as appropriate. ILEC shall populate all applicable fields in ASRs in accordance with Alliance for Telecommunications Industry Solutions' Ordering and Billing Forum ("OBF") guidelines as in effect from time to time, or use another mutually agreed upon format.
- 2.2.7 Both Parties shall monitor two-way trunk groups using service results for the applicable design blocking objective. If either Party ("Observing Party") observes blocking in excess of the applicable design objective on any two-way trunk group, the Observing Party may submit an ASR or Trunk Group Service Request ("TGSR") to the Other Party requesting that the trunk group be augmented to remedy the blocking. Upon receipt of such request, both Parties will provision additional trunks within five (5) Business Days.
- 2.2.8 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. CLEC will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs (or TGSRs followed by ASRs) for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group

with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, CLEC will promptly submit ASRs (or ILEC will issue TGSRs followed by issuance of CLEC's ASRs) to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected.

3. Trunk Group Provisioning

- 3.1 Both Parties shall use a DS-1, DS-3, or SIP facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).
- 3.2 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.
- 3.3 Each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups and to augment those groups using generally accepted trunk engineering standards so as not to exceed blocking objectives.

4. Traffic Measurement and Billing over Interconnection Trunks

- 4.1 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.
- 4.2 Each Party reserves the right to audit, at its own expense, all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Local Traffic is being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 4.3 To the extent technically and economically feasible, each Party shall pass unaltered Calling Party Number (CPN) information on each call. The Parties agree that they will not populate the CPN field in the call detail record with a Wholesale Customer's billing or local routing number but will utilize the Customer's CPN or billing number.
 - 4.3.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify

traffic delivered by the other Party as either Local Traffic, or traffic that is not within the scope of this Agreement.

- 4.3.2 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN and having sufficient detail is greater than 90% of total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls having sufficient detail and CPN. If traffic delivered by one Party to the other Party has CPN and sufficient call detail on fewer than 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party") or provide evidence indicating the nature of calls that have insufficient call detail or lack a CPN. If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN to fewer than 10% of total calls, the Terminating Party will bill all traffic without CPN based on its intrastate access tariff for traffic in excess of 10% until such time as the traffic without CPN is fewer than 10% of total traffic.

5. Local Traffic

- 5.1 The specific compensation terms and conditions set forth in this Section of the Agreement are applicable to Local Traffic, as defined in Attachment A ("Glossary"), together with all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.
- 5.2 The Parties agree that Local Traffic will be exchanged on a Bill and Keep basis. For avoidance of doubt, all Local Traffic exchanged under this Agreement shall be rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.
- 5.3 The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1 and any other terms and conditions of this Agreement.

5.4 Traffic Not Subject to Terms and Conditions for Local Traffic

- 5.4.1 The terms and conditions set forth in this Agreement for Local Traffic do not apply to the following: (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or

interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) Switched Exchange Access Service traffic; or (4) Optional Extended Local Calling Area Traffic. The terms and conditions set forth in this Agreement for Local Traffic do not apply to traffic either originated from or terminated to a Party's Customer where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs.

6. Intermediary Services

6.1 This Section is intentionally left blank.

7. Number Resources, Rate Center Areas and Routing Points

7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

7.2 During the term of this Agreement, CLEC shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for ILEC. CLEC shall assign whole NPA-NXX codes to each Rate Center Area or, where applicable, thousand number blocks within a NXX Code assigned to that Rate Center unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

7.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8. Installation, Maintenance, Testing and Repair

8.1 The Parties agree that upon second signature of execution, network planning, trunk ordering, installation, testing, and any other network related set up will commence.

8.2 Unless otherwise agreed in writing by the Parties, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by

a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

- 8.3 Parties will work cooperatively to assure proper maintenance and repair activities provided by a Party shall be timely and equal in quality to that provided by such Party to itself. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) no trouble is found in the interconnection trunks; (b) the trouble condition results from equipment, facilities, or systems not provided by the Party whose personnel were dispatched; or (c) trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

8.3.1 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

8.3.2 Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as follows per half hour or fraction thereof:

Basic Time per technician normally scheduled working hours \$50.00

Overtime per technician outside of normally scheduled working hours on a scheduled work day \$70.00

Premium Time per technician outside of scheduled work day \$100.00

A call out of a Party's employee at a time not within the employee's scheduled work period is subject to a minimum charge of two (2) hours.

9 Network Notices

- 9.1 Parties will use best efforts to provide timely notices of changes in transmission and routing of services and network events of material service interruption, blocked calls, or negative changes in network performance.

10 Number Portability - Section 251(B)(2)

- 10.1 Scope. The Parties shall provide local number portability (LNP) in accordance with rules and regulations as prescribed from time to time by the FCC and Commission.

ATTACHMENT D

To the agreement By and Between

Alma Communications Company

And

Green Hills Area Cellular, Inc.

PRICING

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 The Charges for a Service shall be the charges for Services as detailed in this Attachment, as applicable.
- 1.3 In the absence of Charges for a Service established pursuant to this Agreement, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges or as mutually agreed to by the Parties in writing.

2. ILEC Prices

Notwithstanding any other provision of this Agreement, the Charges that CLEC bills ILEC for CLEC's Services shall not exceed the Charges for ILEC's comparable Services.

3. Reciprocal Compensation for Transport & Termination of Local Traffic

- 3.1 Exchange of Local Traffic Bill & Keep

4. Charges for Other Services

- 4.1 Installation, Maintenance, Testing and Repair

Charges for Installation, Maintenance, Testing and Repair activities are set forth in the [Insert Access Tariff number here] as filed with the Federal Communications Commission.

APPENDIX A

To the Agreement By and Between

Alma Communications Company

and

Green Hills Area Cellular, Inc.

A. Designation of the IP(s):

For purposes of this Agreement, the Direct and Indirect Interconnection Point between ILEC and CLEC will be deemed to be:

- i) Alma, Missouri, Central Office.

CLEC will be responsible for ordering special access facilities from CLEC's network to the meet point. CLEC will be responsible for the payment of any charges assessed by aa 3rd party for the facilities to the meet point. ILEC will be responsible for providing its facilities to the meet point. Pursuant to Section 2.1.5 of Attachment C, CLEC will not be responsible for the payment of any charges to ILEC for the facilities provided by ILEC to the meet point.