

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In The Matter of the Petition of) Application No. C-2872
Great Plains Communications, Inc.,)
for arbitration to Resolve Issues)
Relating to an Interconnection) PROTECTIVE AGREEMENT
Agreement with WWC License, L.L.C.)
) Entered: March 25, 2003
)

In the above-entitled matter, the parties will be serving Interrogatories, Data Requests, and other discovery items that will require the parties to disclose certain confidential information considered to be proprietary, trade secret and competitively confidential in nature by the parties. Such information sought to be reviewed may include financial data, traffic data, and contractual data, which is confidential to each of the parties. Paul M. Schudel, as counsel for Great Plains Communications, Inc. ("Great Plains"), will execute this Protective Agreement (hereinafter, the "Agreement") on behalf of Great Plains. Philip R. Schenkenberg, as counsel for WWC License, L.L.C. ("Western Wireless"), will execute and deliver this Agreement on behalf of Western Wireless. The information to be covered hereunder will include all matters served on the parties or filed with the Nebraska Public Service Commission (the "Commission") in the above arbitration.

Accordingly, it is agreed:

1. All documents, data, information, studies and other matters filed with the Commission or served on a party that are claimed by a party to be trade secret, privileged or confidential in nature shall be furnished pursuant to the terms of this Agreement, and shall be treated by all persons accorded access thereto pursuant to this Agreement as constituting trade secret, confidential or privileged commercial and financial information (hereinafter referred to as "Confidential Information"), and shall neither be used nor disclosed except for the purposes of this proceeding, and solely in accordance with this Agreement.

2. All Confidential Information made available pursuant to this Agreement shall be given to counsel for the parties, and shall not be used or disclosed except for purposes of this proceeding; provided, however, that access to any specific Confidential Information may be authorized by said counsel, solely for the purpose of this proceeding, to consultants or employees of any party to this Agreement, if said person has signed an agreement to be bound by the terms and conditions of this Protective Agreement.

3. Any person to be given access to the Confidential Information contemplated herein shall receive a copy of this Agreement and execute in writing an agreement in the form attached hereto as Exhibit A to comply with and be bound by all of the terms of this Agreement; and counsel shall furnish copies of said agreement to comply and be bound by the terms of this Agreement to counsel for the other party.

4. Where feasible, Confidential Information will be marked as such prior to delivery to counsel for the party requesting such Confidential Information.

5. The materials containing the Confidential Information shall be segregated from any and all other files of the party receiving such Confidential Information and shall be withheld from inspection by any person except under the conditions established pursuant to this Agreement, unless such Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or by order of the Arbitrator or the Commission.

6. In the event that the parties hereto are unable to agree that certain documents, data, information, studies or other matters constitute trade secret, confidential or privileged commercial and financial information, the party objecting to the trade secret claim shall forthwith submit the said matters to the Arbitrator for his review pursuant to this Agreement and in accordance with applicable Rules and legal precedents of the Commission . When the Arbitrator rules on the question of whether any documents, data, information, studies or other matters submitted to it for review and determination are Confidential Information, the Arbitrator will enter an order resolving the issue. In the event that either party is dissatisfied with the Arbitrator's ruling, such party may request the Commission's review of the Arbitrator's order.

7. All written information filed by the parties in this arbitration that has been designated as Confidential Information, if filed with the Arbitrator or the Commission, will be sealed by the Arbitrator or the Commission, as applicable, segregated in the files of the Arbitrator or the Commission, and withheld from inspection by any person not bound by the terms of this Agreement, unless such Confidential Information is released from the restrictions of this Agreement, either through agreement of the parties or, after notice to the parties and hearing, pursuant to an order of the Commission and/or final order of a court having jurisdiction.

8. All persons who may be entitled to receive, or who are afforded access to, any Confidential Information by reason of this

Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall take those precautions that are necessary to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement.

9. The parties hereto affected by the terms of this Agreement further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies and other matters furnished under the terms of this Agreement in response to interrogatories, requests for information or cross-examination on the grounds of relevancy or materiality.

10. This Agreement shall in no way constitute any waiver of the rights of any party herein to contest any assertion or finding of trade secret, confidentiality or privilege, and to appeal any such determination of the Arbitrator or such assertion by a party.

11. In the event of an appeal of the determination of this arbitration, portions of the record in this proceeding containing Confidential Information may be sealed upon motion of a party hereto and forwarded to any court of competent jurisdiction for purposes of an appeal, but under seal as designated herein for the information and use of the court. If a portion of the record is forwarded to a court under seal for the purposes of an appeal, the providing party shall be notified which portion of the sealed record has been designated by the appealing party as necessary to the record on appeal. Unless otherwise ordered, Confidential Information shall remain under seal and shall continue to be subject to the protective requirements of this Order after final settlement or conclusion of this matter, including administrative or judicial relief thereof.

12. Upon completion of this arbitration, including any administrative or judicial review thereof, all Confidential Information, whether the original or any duplication or copy thereof, furnished under the terms of this Protective Agreement, shall be returned to the party furnishing such Confidential Information. Confidential Information made part of the record in this proceeding shall remain in the possession of the Commission.

13. The provisions of this Agreement are specifically intended to apply to data or information supplied by or from any party to this

proceeding, and to any non-party that supplies documents pursuant to process issued in this arbitration.

14. This Agreement shall be effective forthwith.

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In The Matter of the Petition of) Application No. C-2872
 Great Plains Communications, Inc.,)
 for arbitration to Resolve Issues)
 Relating to an Interconnection) EXHIBIT A TO PROTECTIVE AGEEMENT
 Agreement with WWC License, L.L.C.)
) Approved: March 25, 2003

I have been presented with a copy of the Protective Agreement executed by the parties in the above-entitled docket. I have read the Agreement and agree to be bound by the terms of said Agreement.

I further agree that the information requested shall be used only for the valid purposes of this proceeding as provided in said Agreement.

DATED this _____ day of _____, 2003.

Signature: _____

Address and Telephone: _____

Representing: _____

Position: _____