

#391-A

ORIGINAL

**AGREEMENT FOR RESALE,
PURCHASE OF UNBUNDLED ELEMENTS AND
LOCAL INTERCONNECTION**

between

CITIZENS TELECOMMUNICATIONS COMPANY OF NEBRASKA

and

ALIAN T MIDWEST, INC. D/B/A ALLTEL

Dated: _____

**AGREEMENT FOR RESALE,
PURCHASE OF UNBUNDLED ELEMENTS AND
LOCAL INTERCONNECTION**

Table of Contents

	Page	
SECTION 1.	RECITALS AND PRINCIPLES	1
SECTION 2.	GENERAL DEFINITIONS	1
SECTION 3.	DEPOSIT REQUIREMENTS	3
SECTION 4.	COORDINATION OF TRANSFER OF SERVICE (excluding Resale)	4
SECTION 5.	AUDIT	6
SECTION 6.	ESCALATION DISPUTE RESOLUTION AND MEDIATION	6
SECTION 7.	FORCE MAJEURE	7
SECTION 8.	COMMISSION DECISION	8
SECTION 9.	REGULATORY CHANGES	8
SECTION 10.	REGULATORY APPROVAL	8
SECTION 11.	DIRECTORY LISTINGS AND DISTRIBUTION SERVICES	8
SECTION 12.	ENTIRE AGREEMENT	9
SECTION 13.	TERM OF AGREEMENT	9
SECTION 14.	EFFECTIVE DATE	9
SECTION 15.	AMENDMENT OF AGREEMENT	9
SECTION 16.	WAIVERS	10
SECTION 17.	INDEPENDENT CONTRACTORS	10
SECTION 18.	LIMITATION OF LIABILITY	10
SECTION 19.	INDEMNITY	10
SECTION 20.	ASSIGNMENT	10
SECTION 21.	CONTROLLING LAW	11
SECTION 22.	SEVERABILITY	11
SECTION 23.	DEFAULT	11
SECTION 24.	CONFIDENTIALITY AND PUBLICITY	11
SECTION 25.	NO RIGHTS TO THRID PARTIES	13
SECTION 26.	HEADINGS	13
SECTION 27.	EXECUTION IN DUPLICATE	13
SECTION 28.	NOTICES	13
SECTION 29.	RATES	14
ATTACHMENT 1 – TRANSPORT & TERMINATION		
EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT & SPECIFIED POINTS OF INTERCONNECTION		
ATTACHMENT 2 – INTERIM SERVICE PROVIDER NUMBER PORTABILITY		
EXHIBIT A – INTERIM SERVICE PROVIDER NUMBER PORTABILITY RATES		
ATTACHMENT 3 – LOCAL NUMBER PORTABILITY		
EXHIBIT A – LOCAL NUMBER PORTABILITY BONA FIDE REQUEST		
EXHIBIT B – ACKNOWLEDGMENT OF LNP BONA FIDE REQUEST		
ATTACHMENT 4 – RESALE OF LOCAL SERVICES		
EXHIBIT A - RESALE		
ATTACHMENT 5 – UNBUNDLED LOCAL LOOPS		
EXHIBIT A – UNBUNDLED LOCAL LOOP RATES		

**AGREEMENT FOR RESALE,
LOCAL INTERCONNECTION AND PURCHASE OF NETWORK ELEMENTS**

This Agreement For Resale, Local Interconnection and Purchase of Network Elements ("Agreement") made this ____ day of August, 2000, is by and between Citizens Telecommunications Company of Nebraska, Inc., a Delaware corporation, having its principal place of business at 3 High Ridge Park, Stamford, Connecticut 06905 ("Citizens") and Aliant Midwest, Inc. d/b/a ALLTEL, a Nebraska corporation, having its principal place of business at 1440 M Street, Lincoln, Nebraska 68508 ("ALLTEL"). Citizens and ALLTEL may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Nebraska; and

ALLTEL is a telecommunications company authorized by the Nebraska Public Service Commission to provide local exchange telecommunications services in the State of Nebraska; and

The Parties have in good faith negotiated and agreed upon terms and conditions for resale, local interconnection and the purchase of network elements as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALLTEL and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all Sections and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Section may appear in that Section. To the extent that there may be any conflict between a particular definition set forth in this Section 2 and any definition in a specific Section or Appendix, the definition set forth in the specific Section or Appendix shall control with respect to that Article or Appendix. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized but not defined in this Agreement shall have the meaning in the Telecommunications Act of 1996.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). An access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress, effective February 8, 1996.

2.4. Automatic Number Identification (ANI) is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.

2.5. Business Day is defined as Monday through Friday, except for the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, and Christmas Day. If one of the specified holidays falls on a Saturday and is observed on the preceding Friday, for purposes of this definition such Friday will not be considered a Business Day. If one of the specified holidays falls on a Sunday and is observed on the following Monday, for purposes of this definition such Monday will not be considered a Business Day.

2.6. Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Public Service Commission(s) (PSC) of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable PSC.

2.7. CLLI Codes means Common Language Location Identifier Codes.

2.8. Commission means the Nebraska Public Service Commission.

2.9. DS1 is a digital signal rate of 1.544 Megabits per second (Mbps).

2.10. DS3 is a digital signal rate of 44.736 Mbps.

2.11. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance for Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.

2.12. FCC is the Federal Communications Commission.

2.13. Interconnection in this Agreement is as defined in the Act.

2.14. Interexchange Carrier is a telecommunications service provider authorized by the FCC to provide interstate long distance services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

2.15. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.16. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.

2.17. Local Interconnection Guide ("the Guide") means the document provided to ALLTEL by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining ALLTEL services. This document may be updated from time to time by Citizens.

2.18. Local Service Request (LSR) is the industry standard form which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

2.19. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.

2.20. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications carriers jointly provide the transport element of a Switched Access Service over meet point trunks, with each carrier receiving an appropriate share of the transport element revenues. The access services will be billed using Switched Access rate structures, and the carriers will decide whether a single bill or multiple bill will be sent.

2.21. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the ATIS. The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.

2.22. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the OBF, which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided to an IXC by two or more LECs (including a LEC and a CLEC).

2.23. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.24. Party/Parties means Citizens and/or ALLTEL.

2.25. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.26. Rating Point is the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

2.27. Wire Center denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. However, for purposes of interconnection service, Wire Center will mean those points eligible for such connections as specified in CC Docket No. 91-141 (Expanded Interconnection with LEC Facilities, Transport, Phase I) and rules adopted pursuant thereto.

SECTION 3. DEPOSIT REQUIREMENTS

3.1. Citizens may, in order to safeguard its interest, require ALLTEL to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established or ALLTEL, through its parent company, maintains a current Moody's bond rating of A2 or higher. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves ALLTEL from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action. Such conditions include, but are not limited to: (i) current

deposit does not cover two (2) months billing; (ii) history of late payment; or (iii) reconnection after disconnection for non-payment.

3.5. In the event that ALLTEL defaults on its account, service to ALLTEL will be terminated and any deposits held will be applied to its account.

3.6. In the case of a cash deposit, interest at the rate of 11.25 percent per annum will be paid to ALLTEL during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each Party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:30 p.m. Citizens may charge ALLTEL for the coordinated transfer of service activities scheduled outside of the specified hours at the rates found in Attachment 5 to this Agreement.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and ALLTEL authorizing the release of such information to ALLTEL or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

4.6. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.7. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

4.9. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.11 Expedited Order Charge. Expedited order requests will be accepted, but will be assessed an expedited order charge. That charge is calculated by multiplying the total nonrecurring installation charge for the quantity ordered times the number of Business Days from the requested service date to the last date of the service date interval described in the Local Interconnection Guide, and dividing that figure by the total number of Business Days within the applicable service date interval. Further discussion and an example of the calculation of the expedited order charge is found in the Preorder Section, Due Date Guidelines, in the Local Interconnection Guide. Citizens will notify ALLTEL of additional expedite charges, including any additional charges for work efforts outside of normal scheduled business hours, prior to the start of any provisioning activities.

4.12 Service Date Modifications/ Customer Not Ready. ALLTEL may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited

order charges will apply. If the request for modification to the service date occurs within four (4) hours of the scheduled due date, ALLTEL may be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least forty-five (45) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; and (v) in a manner so as not to interfere with the audited Party's business operations. Notwithstanding the foregoing, if the audit referenced above found previously uncorrected net variances or at least two percent (2%) of the amounts payable for services or facilities provided during the period covered by the audit, the auditing Party may conduct a subsequent audit during the same twelve (12) month period. Such subsequent audit, if any, shall be (i) at the audited Party's expense; and (ii) limited in scope to the subject areas involving any of the prior findings of inaccuracies identified in the previous audit and or a reasonable duration.

SECTION 6. ESCALATION DISPUTE, RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

6.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, disputes over the interpretation of changes in law, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach. These procedures shall apply before authorizing any public statement or disclosure of the nature of the dispute to any third persons, or before filing a formal complaint, petition or application or before termination of any service, except as specifically permitted in this Agreement.

6.2. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit. If the designated representatives fail to reach agreement within thirty (30) days of the initial request for negotiations as to any aspect of the negotiations, either Party may terminate the negotiations and initiate arbitration (if mutually agreed between the Parties), a formal complaint, or other litigation.

6.3. If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute may, if mutually agreed by the Parties, be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery will be controlled by the arbitrator. The arbitration hearing will be commenced within sixty (60) days of the demand for arbitration. The arbitration will be held in the state of interconnection as mutually agreed to by the Parties. The arbitrator will control the scheduling so as to process the matter expeditiously. The arbitrator will rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall be bound by the terms of this Agreement, and in no event may award exemplary or punitive damages.

6.4. If the issue to be resolved through arbitration directly and materially affects service to either Party's end users, then the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57).

6.5. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

6.6. Each Party shall continue providing services to the other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 7.4. Labor difficulties, such as strikes, picketing or boycotts;
- 7.5. Delays caused by other service or equipment vendors;
- 7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 9. REGULATORY CHANGES

Either Party may request an amendment in response to changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 10. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

11.1. ALLTEL agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of ALLTEL services, located within Citizens' operating areas.

11.2. Citizens will include ALLTEL's end user primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own end users are ordinarily included, and directory assistance databases. Listings of ALLTEL's end users will be interfiled with listings of Citizens' customers and the customers of other LECs, in the local section of Citizens' directories.

11.3. ALLTEL will identify any of these subscribers that are "non-published" customers. ALLTEL will provide Citizens with the directory information for all its end users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. ALLTEL will provide all subscriber listings at no charge to Citizens or its publisher.

11.4. ALLTEL's end users' standard primary listing information in the telephone directories will be provided at no charge. ALLTEL will pay Citizens' tariffed charges for additional and foreign white page listings.

11.5. Both Parties will use their best efforts to ensure the accurate listing of ALLTEL's end user listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

11.6. Citizens will accord ALLTEL's directory listing information the same level of confidentiality which Citizens accords its own directory listing information. ALLTEL grants Citizens full authority to provide ALLTEL subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of ALLTEL listings to other directory publishers.

11.7. Citizens will distribute its telephone directories to ALLTEL's end users in a manner similar to the way it provides those functions for its own end users.

11.8. ALLTEL will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that ALLTEL has the right to place such listings on behalf of its end users. ALLTEL agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, ALLTEL agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by ALLTEL hereunder.

11.9. Citizens' liability to ALLTEL, in the event of a Citizens' error in or omission of a listing, will not exceed the amount of charges actually paid by ALLTEL for such listing. In addition, ALLTEL agrees to take, with respect to its own end users, all reasonable steps to ensure that its and Citizens' liability to ALLTEL's end users, in the event of a Citizens' error in or omission of a listing, will be subject to the same limitations that Citizens' liability to its own end users are subject to.

SECTION 12. ENTIRE AGREEMENT

This Agreement, including all attachments and appendices, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes prior agreements, negotiations, proposals and representations, whether written or oral, between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 13. TERM OF AGREEMENT

The initial term will be for two (2) years from the Effective Date. The Agreement shall continue thereafter in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received.

SECTION 14. EFFECTIVE DATE

This Agreement will become effective upon (i) execution by both Parties and (ii) close of the sale of the GTE Midwest, Inc. Nebraska properties to Citizens.

SECTION 15. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment, modification or supplement to this Agreement must be made in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

SECTION 16. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

SECTION 17. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 18. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 19. INDEMNITY

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

SECTION 20. ASSIGNMENT

This Agreement may not be assigned to another Party without written consent of the other Party, which consent will not be unreasonably withheld, except that either Party may, without consent, but with written notification, assign all of its rights and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party and which is the recipient of all of the assignor's assets that are related to this Agreement. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations and duties of the assigned Party. No assignment or delegation

hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

SECTION 21. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the rules of the State Commission. It will be interpreted solely in accordance with the terms of the Telecommunications Act and, to the extent not inconsistent therewith, domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts herein.

SECTION 22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may notify the other of its intent to terminate this Agreement without penalty or liability for such termination and the Parties shall initiate negotiations on a replacement Agreement; provided that, during the negotiation period, unaffected service will be continued under this Agreement.

SECTION 23. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 24. CONFIDENTIALITY AND PUBLICITY

24.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 24.

24.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked "Proprietary" or "Confidential" with the appropriate owner corporation name, *e.g.*, "Citizens Proprietary." Information disclosed orally or visually will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party with a statement or marking of confidentiality within thirty (30) Business Days after such oral or visual disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

24.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure, unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

24.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

24.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

24.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

24.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

24.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

24.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

24.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

24.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

24.4.5. is approved for release by written authorization of the disclosing Party; or

24.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

24.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

24.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one Party is not responsible or liable for any business decisions made by the other Party in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

24.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

24.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

24.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

24.9. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 25. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any end user customer of ALLTEL, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 26. HEADINGS

The headings in this Agreement are for convenience and identification only and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of the terms or provisions of this Agreement.

SECTION 27. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 28. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m., it will be effective on the next Business Day following the day sent. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For ALLTEL:

Aliant Midwest, Inc. d/b/a ALLTEL
Attention: Director
Interconnection Services
One Allied Drive
Little Rock, AR 72202
Tel: (501) 905-5934
Fax: (501) 905-6303

and to Citizens, addressed as follows:

Citizens Communications
Attn: Interconnection Manager, East
Interconnection Services Dept.
5600 Headquarters Dr., P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-
Fax: (469) 365-4815

With a copy to:

Aliant Midwest, Inc. d/ b/a ALLTEL
Attention: Regulatory Manager, CLEC Operations
P.O. Box 81309
Lincoln, NE 68501-1309
Tel: (402) 436-5255
Fax: (402) 436-5160

Citizens Communication (for Eastern Properties)
Mr. Richard Tettlebaum
1400 16th St., N.W., Suite 500
Washington, D.C. 20036
Tel: (202) 332-5922
Fax: (202) 483-9277

With a copy to:

ALLTEL Communications, Inc.
Attention: General Counsel
One Allied Drive
Little Rock, AR 72202
Tel: (501) 905-5081
Fax: (501) 905-4443

Any Invoices should be sent to:

Citizens Communications
Attn: Supervisor—Access Validation, A1016
5600 Headquarters Dr., P.O. Box 251209
Plano, TX 75025-1209
Tel: (469) 365-3921
Fax: (469) 365-4247

Each Party will inform the other in writing of any changes in the above addresses.

SECTION 29. RATES

The monthly recurring and nonrecurring rates and charges for UNEs and the resale discount for resold services set forth in the applicable Attachments to this Agreement are subject to change and/or modification in accordance with this provision. The Parties agree that the rates, charges and discounts contained herein will be modified to comply with the final, nonappealable order of the Nebraska Public Service Commission in Application No. C-2256/PI-38. Either Party may initiate a separate proceeding to change those rates, charges or discounts not addressed by the Commission's final, nonappealable order in Application No. C-2256/PI-38, but such proceeding shall not be initiated less than twelve (12) months after the effective date of this Agreement. The Parties agree that any such changes shall become effective the date of issuance of a final, nonappealable order.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

Aliant Midwest, Inc. d/b/a ALLTEL

CITIZENS TELECOMMUNICATIONS
COMPANY OF Nebraska, Inc.

By: *Scott Settlemyer*

By: *[Signature]*

Typed: Scott Settlemyer

Typed: F. Wayne Lafferty

Title: Assistant Treasurer

Title: VP, Regulatory & Government Affairs

Date: August 4, 2000

Date: 8/11/00

ATTACHMENT 1

TRANSPORT & TERMINATION

ATTACHMENT 1 – TRANSPORT & TERMINATION

The Parties hereto agree to interconnect their facilities and networks for the transport of local traffic as follows:

SECTION 1. DEFINITIONS

1.1. "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between Citizens and ALLTEL.

SECTION 2. Interconnection Trunking Arrangements

2.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. Points of Interconnection (POIs) set forth in this Agreement may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

2.2. For each Citizens Central Office tandem where ALLTEL and Citizens interconnect for the transport of local traffic, the Parties agree that there will be a single POI at the Citizens Wire Center or reasonably agreed to local POI location.

2.3. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI; however, should Citizens be required to modify its network to accommodate the interconnection request made by ALLTEL, ALLTEL agrees to pay Citizens reasonable charges for such modifications.

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

2.5. Interconnection will be provided via two-way trunks. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6. This Agreement is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any ALLTEL's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

ALLTEL and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1. Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

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

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

3.4. Coordinate and schedule testing activities of its own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

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

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

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

SECTION 4. Interconnection Forecasting

4.1. Each Party will provide the other Party a two (2) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations by more than ten percent (10%) will be accommodated as facilities and/or equipment are available

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

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all Facilities between Citizens' Central Office and ALLTEL's will be engineered to achieve a minimum of P.01 Grade of Service.

4.4. All requests by ALLTEL to Citizens to establish, add, change, or disconnect trunks will be made using the industry standard ASR.

SECTION 5. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic

5.1. The Parties agree that local traffic will be exchanged between the Parties on a bill and keep basis.

5.2. Late payment charges for interconnection charges will be assessed as described in each Party's applicable tariffs.

5.3. 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:

5.3.1. No trouble is found in the interconnection trunks; or

5.3.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.3.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

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.

Billing for maintenance service 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 defined in Citizens' applicable tariff.

ATTACHMENT 2

INTERIM SERVICE PROVIDER NUMBER PORTABILITY

ATTACHMENT 2 - Interim Service Provider Number Portability

SECTION 1. Description of Service

1.1. Interim Service Provider Number Portability (ISPNP) is a service arrangement that can be provided by Citizens to ALLTEL or by ALLTEL to Citizens. Although this Agreement describes Citizens to ALLTEL arrangements, ALLTEL must make ISPNP available to Citizens on a reciprocal basis under the same terms and conditions.

1.2. ISPNP allows end user customers to transfer service from Citizens to ALLTEL and to retain their existing telephone number. ISPNP allows incoming calls to Citizens provided telephone numbers to be routed to ALLTEL's network for completion. ISPNP is available only for working telephone numbers assigned to Citizens' customers who request to transfer to ALLTEL-provided service.

1.3. Citizens reserves the right to determine the type of serving arrangement used to redirect ISPNP calls to the ALLTEL network (e.g., remote call forwarding (RCF)). Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. ALLTEL must specify the number of simultaneous calls to be forwarded for each number ported.

1.4. ISPNP is subject to the following restrictions:

1.4.1. An ISPNP telephone number may be assigned by ALLTEL only to ALLTEL's customers located within Citizens' local calling area and toll rating area which is associated with the NXX of the ported number.

1.4.2. ISPNP is applicable only if ALLTEL is engaged in a reciprocal traffic exchange arrangement with Citizens.

1.4.3. Only the existing, Citizens-assigned end user telephone number may be used as a ported number for ISPNP.

1.4.4. ISPNP will not be provided by Citizens for Citizens' customers whose accounts are in arrears and who elect to make a change of service provider unless and until:

1.4.4.1. Full payment for the account (including directory advertising charges associated with the customers telephone number) is made by customer or ALLTEL agrees to make full payment on behalf of the customer.

1.4.4.2. Citizens is notified in advance of the change in service provider, a change of responsibility form is issued, and Citizens accepts the transfer of responsibility.

1.4.5. ISPNP services will not be resold, shared or assigned by ALLTEL.

1.4.6. ISPNP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and service access codes (i.e., 500, 700, 800/888, 900). ISPNP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign central office service, as well as restrictions that may apply for unique services; e.g., DID, hunting arrangements. Furthermore, ISPNP numbers may not be used for mass calling events.

1.4.7. The ported telephone number will be returned to the originating company when the service associated with the ported number is disconnected. The company assigned the ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by Citizens for the period of time until the telephone number is reassigned by Citizens.

1.4.8. When local number portability is available, ISPNP will no longer be provided by Citizens. Once the Citizens switch becomes local number portability capable, Citizens will notify ALLTEL. ALLTEL will have ninety (90) Business Days from receipt of notification to convert from ISPNP to local number portability.

SECTION 2. Customer of Record

2.1. ALLTEL will become the customer of record for the ported telephone number.

2.2. ALLTEL will be responsible for all future charges associated with the ISPNP arrangement including collect, third number billed calls and any other calls charged to the Citizens provided telephone number.

SECTION 3. Ordering and Maintenance

3.1. ALLTEL is responsible for all dealings with and on behalf of ALLTEL's end users, including all end user account activity, e.g., end user queries and complaints.

3.2. If an end user requests transfer of service from ALLTEL back to Citizens, Citizens may rely on that end user request to cancel the ISPNP service.

3.3. Certain features are not available with ISPNP telephone numbers. Calling party information passed to the ALLTEL network may reflect the Citizens provided telephone number.

3.4. ALLTEL's designated ISPNP switch must return answer and disconnect supervision to Citizens' switch.

3.5. The Party ordering the ported number shall pay a monthly recurring and nonrecurring charges as shown in Exhibit A. If a customer chooses not to port his or her number(s), the original service-providing Party will provide a referral announcement advising callers of the customer's new number. Charges for referral announcements are shown in Exhibit A. The monthly recurring and nonrecurring charges constitute full payment for interim number portability and no other charges apply. All rates shown in Exhibit A.

SECTION 4. 911/E911 Responsibilities:

4.1. ALLTEL will provide to the 911/E911 database manager the telephone network number assigned to the ported telephone number. Updates to and maintenance of information provided to the 911/E911 database manager are the responsibility of ALLTEL.

EXHIBIT A

Interim Service Provider Number Portability Rates

	<u>Monthly Rates</u>
Primary Business Number, per 1 path ported	\$ 2.00
Residence number ported, 1 per path	\$ 2.00
Each additional path associated with the primary number	\$.75

ATTACHMENT 3

LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 General

Citizens will convert a central office facility to LNP once a Bona Fide Request is received from ALLTEL. When the Bona Fide Request is received, Citizens will have a maximum of one hundred eighty (180) days to provide portability in the requested central office(s) to provide the necessary hardware and software. The technology that currently meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

1.2 Terms and Conditions

Citizens will provide LNP services and facilities where technically feasible.

The End User may retain his or her current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to ALLTEL until the End User's outstanding balance has been paid. If ALLTEL requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not port the number for that End User to ALLTEL until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for non-payment and is subject to complete disconnection. Rules on disconnection of End User service can be found in the appropriate Citizens local state tariff.

1.3 Obligations of Citizens

Citizens will deploy LNP in the specified central office(s) no more than one hundred eighty (180) days after receiving a Bona Fide Request for LNP from ALLTEL. ALLTEL may request deployment of LNP using either the attached Exhibits A and B, or in any other format that provides sufficient information to determine those locations where LNP is being requested.

Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until or at such time the standards are superceded by federal, state, or local legislation.

1.4 Obligations of ALLTEL

ALLTEL is required to send to Citizens a Bona Fide Request for LNP deployment.

ALLTEL is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.

ALLTEL is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

If either Party fails to meet the mutually agreed upon testing date and implementation schedules, the defaulting Party will be required to pay the other Party \$300.00 per day, plus all expenses

that the non-defaulting Party has incurred as a result of the defaulting Party's failure to meet these schedules.

ALLTEL is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to the regional NPAC.

(SOA). ALLTEL is responsible for providing its own access to the Service Order Administration

ALLTEL is responsible to meet all the industry requirements for LNP.

EXHIBIT A

(Optional Format for Bona Fide Request)

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name /number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten (10) Business Days.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² **Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;**
Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

EXHIBIT B

**Acknowledgment of
LNP Bona Fide Request (BFR)**

DATE: _____ **(date of response)**

TO: _____ **(requester/CLEC name/ID)**
_____ **(contact name/address/number)**
_____ **requester switch(es)/CLLI)**

FROM: _____ **(name of service provider)**
_____ **(address of provider)**
_____ **(contact name/number)**

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1) _____

_____ (CLLI 2) _____

_____ (CLLI 3) _____

Authorized company representative signature/title: _____

ATTACHMENT 4

RESALE OF LOCAL SERVICES

ATTACHMENT 4 – Resale of Local Services

Section 1. DEFINITIONS

- 1.1. End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service; and making payment in full of charges incurred, such as toll, directory assistance, etc.
- 1.2. End User means the ultimate user of the telecommunications services being resold by Reseller. "End User" will mean an end user customer within Citizens' operating area, which is presently an End User of Citizens.
- 1.3. End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.
- 1.4. Resale means an activity wherein a certificated CLEC, such as ALLTEL, subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public with or without "adding value".

SECTION 2. SERVICE TO END USERS

- 2.1 ALLTEL will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from ALLTEL for all services. ALLTEL will be Citizens' single point of contact for all services purchased pursuant to this Agreement.
- 2.2. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.
- 2.3. Citizens maintains the right to serve directly any End User within Citizens' serving area. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of ALLTEL.
- 2.4. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.
- 2.5. An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to Reseller until the End User's outstanding balance has been paid. If Reseller requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not establish service for that End User through Reseller until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for nonpayment and is subject to complete disconnection.
- 2.6. Telephone numbers associated with Citizens' retail telecommunication services offered for resale are assigned to the service furnished. ALLTEL has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.
- 2.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

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

2.9. Citizens can refuse to provide service to ALLTEL when it has reasonable grounds to believe that service will be used in violation of the law.

SECTION 3. CITIZENS' PROVISION OF SERVICES TO RESELLER

3.1. Reseller agrees that its resale of Citizens services will be as follows:

3.1.1. The resale of telecommunications services will be limited to End Users and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, ALLTEL will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest will apply at the rate of seven percent (7%) annually, or the maximum allowed by law, whichever is greater, compounded daily for the number of days from the back billing date to and including the date that ALLTEL actually makes the payment to Citizens may be assessed.

3.1.3. Citizens reserves the right to periodically audit services purchased by ALLTEL. Such audit will not occur more than once in a calendar year. ALLTEL will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

3.2. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User customer.

3.3. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

3.4. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of ALLTEL will be directed to ALLTEL. Citizens will bill ALLTEL for implementing any requests by law enforcement agencies regarding ALLTEL End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with ALLTEL's End Users.

3.6. ALLTEL may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Exhibit A attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

3.7. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

3.8. ALLTEL agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

3.9. ALLTEL is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to ALLTEL's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to ALLTEL's accounts, Citizens will promptly inform ALLTEL and, at the direction of ALLTEL, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if ALLTEL orders a resold line to be equipped with toll blocking, and Citizens fails to so equip the line, Citizens will not require ALLTEL to pay for intraLATA toll billed to that resold line prior to toll blocking being placed on the line. However, ALLTEL remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

4.2. ALLTEL or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

4.3. ALLTEL accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

4.4. ALLTEL will be the single point of contact for all repair calls on behalf of ALLTEL's End Users.

4.5. ALLTEL will contact the appropriate repair centers in accordance with procedures established by Citizens.

4.6. For all repair requests, ALLTEL accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

4.7. Citizens will bill ALLTEL for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

4.8. Citizens reserves the right to contact ALLTEL's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which ALLTEL may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1. ALLTEL must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for ALLTEL. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Agreement has been approved by the appropriate state PSC.

5.2. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service orders fees will apply as set forth in Citizens' Tariff.

5.3. When notification is received from ALLTEL that a current End User of Citizens will subscribe to ALLTEL's service, standard service order intervals for the appropriate class of service will apply.

5.4. When an existing End User of Citizens switches to ALLTEL, ALLTEL must provide Citizens with the End User line numbers and applicable feature detail, as set forth in the Guide.

5.5. ALLTEL will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from ALLTEL to Citizens or will accept a request from another CLEC for conversion of the End User's service ALLTEL to the other CLEC. Citizens will notify ALLTEL that such a request has been processed.

5.6. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will re-establish service with the appropriate local service provider and will assess ALLTEL, as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence per line.

SECTION 6. PAYMENT AND BILLING ARRANGEMENTS

6.1. When the initial service is ordered by ALLTEL, and subject to Section 4, paragraph A, above, Citizens will establish one or more accounts receivable master accounts for ALLTEL.

6.2. Citizens will bill ALLTEL, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange CLEC, ALLTEL will be billed the applicable Primary Interexchange Carrier Charge (the PICC). Citizens will render bills each month on established bill days for each of ALLTEL's master accounts.

6.3. Payment of all charges will be the responsibility of ALLTEL. ALLTEL will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by ALLTEL from ALLTEL's End User(s). Citizens will not become involved in billing disputes that may arise between ALLTEL and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

6.4. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as "Due Date". Payment is considered to have been made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Paragraph I following, will apply.

6.5. When ALLTEL has provided proof of tax exempt certification, the total amount billed to ALLTEL will not include any taxes due from the End User. ALLTEL will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated

with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

6.6. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that ALLTEL actually makes the payment to Citizens.

6.7. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange CLEC access to the resold local exchange lines will be billed to the interexchange CLEC and are due to Citizens.

6.8. Citizens will not perform billing and collection services for ALLTEL.

6.9. ALLTEL is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within twenty-nine (29) days after the bill is rendered, the account will be deemed correct and binding upon ALLTEL. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and ALLTEL has not already paid the disputed amount, the late payment fee referenced in Section 6.6, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in ALLTEL's favor, and ALLTEL has already paid the disputed amount, ALLTEL will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Section 6.6 above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, ALLTEL agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

6.10. No partial payment by ALLTEL will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which ALLTEL may have against Citizens and apply it as a partial payment. All invoices submitted to ALLTEL, or payments due by ALLTEL to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event ALLTEL makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment.

SECTION 7. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

7.1. Citizens will temporarily deny service to ALLTEL's End User on behalf of and at the request of ALLTEL. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of ALLTEL.

7.2. All requests by ALLTEL for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. ALLTEL is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

7.3. ALLTEL will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

7.4. Citizens will advise ALLTEL when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by ALLTEL and/or the End User against any claim, loss, or damage arising from providing this information to ALLTEL. It is the responsibility of ALLTEL to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

SECTION 8. DISCONTINUANCE OF SERVICE TO RESELLER

The procedures for discontinuing service to ALLTEL are as follows:

8.1. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ALLTEL of the rules and regulations of Citizens' Tariff, or this Agreement.

8.2. If payment of account is not received by the Due Date, Citizens may provide written notice to ALLTEL that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 6.6 will also apply. Notification costs will be charged to the ALLTEL.

8.3. If payment of account or formal notice of billing dispute as set forth in Section 6 is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

8.4. If ALLTEL fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) Business Days written notice of such noncompliance. If ALLTEL does not cure such noncompliance, Citizens may discontinue the provision of all existing services to ALLTEL at any time thereafter and ALLTEL will be obligated to notify its End Users that service will be discontinued (as specified in Section 6 hereof). In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) Business Days notice, and ALLTEL's noncompliance continues, nothing contained herein will preclude Citizens' right to discontinue the provision of the services to ALLTEL without further notice.

8.5. If payment is not received or arrangements made for payment by the date given in the written notification, ALLTEL's services will be discontinued. Citizens will re-establish service at the request of ALLTEL upon payment of the appropriate connection fee and subject to Citizens' normal application procedures.

8.6. Where ALLTEL discontinues its provision of service to all or substantially all of its End Users, the ALLTEL must send advance written notice of such discontinuance to Citizens and to each of the ALLTEL's End Users. Such notice must include a verification that the ALLTEL has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the ALLTEL, Citizens will continue to serve the End User at its retail rates.

SECTION 9. GENERAL PROVISIONS

9.1. The provision of services by Citizens to ALLTEL does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the ALLTEL is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Agreement, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Agreement which names the other Party.

9.2. No patent, copyright, trademark of other proprietary right is licensed, granted or otherwise transferred by this Agreement. ALLTEL is strictly prohibited from any use, including but not limited to sale, marketing, or advertising, of any Citizens' name or trademark.

9.3. The characteristics and methods of operation of any circuits, facilities, or equipment provided by ALLTEL or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring CLECs involved in its service as set forth in Citizens' Tariff.

9.4. Facilities and/or equipment utilized by Citizens to provide service to ALLTEL and ALLTEL's End Users remain the property of Citizens.

SECTION 10. LIABILITY

10.1. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.

10.2. ALLTEL will indemnify and hold Citizens harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including ALLTEL's End Users, as a result of Citizens' furnishing of service to ALLTEL and ALLTEL's provision of such services to End Users.

10.3. Citizens will be indemnified, defended and held harmless by ALLTEL and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

10.3.1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from ALLTEL's or End User's own communications.

10.3.2. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or ALLTEL.

10.3.3. All other claims arising out of an act or omission of ALLTEL or its End User in the course of using services.

10.4. ALLTEL accepts responsibility for providing access to End Users' premises for maintenance purposes of any service resold under the provisions of this Agreement. Citizens will not be responsible for any failure on the part of ALLTEL with respect to any End User of ALLTEL.

EXHIBIT A

1. Nonrecurring Charges:

A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring charge is discounted by 21.53% from Citizens Local State Tariff rate for Records-Only Service Ordering Charges.

2. Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted at 21.53%, except as qualified in Section 3.6 above.

3. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:

- Employee Concession Telephone Service
- Enterprise Service
- Lifeline Assistance Service
- Link-Up Nebraska
- Mileage for Off-Premise Extensions

4. Services not available for Resale:

- Customer Premises Inside Wire Plans
- Calling Cards
- Customer Premises Equipment
- Promotion Offerings of Less than Ninety (90) Days' Duration

ATTACHMENT 5

UNBUNDLED LOCAL LOOPS

ATTACHMENT 5 – UNBUNDLED LOCAL LOOPS

SECTION 1. DEFINITIONS

- 1.1. Asymmetrical Digital Service Loop (ADSL) is a transmission technology that facilitates simultaneous voice and data over a single copper pair.
- 1.2. Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the end user may have limited tolerances to total bridged-tap on a circuit.
- 1.3. Cable Loading is the process of adding load coils to a metallic cable facility.
- 1.4. Cable Unloading is the process of removing load coil(s) from a metallic cable facility.
- 1.5. Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.
- 1.6. Digital Loop Carrier (DLC) is a system that enables multiple end users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.
- 1.7. Integrated Digital Loop Carrier (IDLC) is a system for connecting the remote terminals of a digital loop carrier system directly to digital switching systems in a wire center without analog-to-digital conversion.
- 1.8. Integrated Services Digital Network-Basic Rate Interface (ISDN-BRI) is a service that is a subset of ISDN. ISDN-BRI provides two bearer and one data channel over a traditional copper wire pair in accordance with established ISDN standards.
- 1.9. Main Distribution Frame (MDF) is a hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.
- 1.10. Unbundled Local Loop is the transmission path from Citizens' MDF, or its equivalent, up to and including the Citizens' Network Interface Device (NID) at end user premises.
- 1.11. Universal Digital Loop Carrier (UDLC) is a configuration of a digital loop carrier system that uses a central office terminal to provide the analog-to-digital conversions that enable analog connections to any switching system.

SECTION 2. GENERAL TERMS AND CONDITIONS

Unbundled Local Loops are provided in accordance with the specifications described herein. Citizens' sole obligation is to provide and maintain Unbundled Local Loops in accordance with such specifications. CITIZENS DOES NOT WARRANT THAT UNBUNDLED LOCAL LOOPS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the local loop as defined herein. Citizens, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

- 2.1. Unbundled Local Loops may not be used to provide any service that would degrade or otherwise adversely affect Citizens' network services, e.g., introduce harmful voltages or electrical

currents in excess of standards used in common industry practice. Citizens will provide ALLTEL each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3.2 below. Citizens will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if ALLTEL requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Citizens will consider the request on a case-by-case basis.

2.2. ALLTEL is responsible for assigning any telephone numbers necessary to provide its end users with local exchange service.

2.3. The Unbundled Local Loop is the transmission path from Citizens' MDF, or its equivalent, up to and including the Citizens' Network Interface Device (NID) at end user premises.

2.4. It is ALLTEL's responsibility to provision and provide E911 Services to its End Users that are provisioned utilizing Citizens' Unbundled Local Loops.

2.5. In the event any modification of Citizens' facilities or construction is required to implement an Unbundled Local Loop at any given location, additional charges will apply. Citizens is not required to construct or provide Unbundled Local Loops in areas where facilities do not currently exist.

2.6. Unbundled Local Loops are only available to ALLTEL for its use in provisioning of local exchange and exchange access service to its end users.

SECTION 3. TYPES OF UNBUNDLED LOCAL LOOPS

3.1. The 2-Wire Analog loop is a two wire voice grade facility that supports 300 to 3000 Hz analog service. No line treatment or range extension is added.

3.2. The 4-Wire Analog Loop is a four wire voice grade facility that supports 300 to 3000 Hz analog service with send and receive transmission paths. No line treatment or range extension is added.

3.3. The 2-Wire ADSL Capable Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and 24 gauge (possible 22/24/26 gauge) wire combination.

Each request for a 2-Wire ADSL Capable Loop will go through a pre-qualification process. In those instances where a 2-Wire ADSL Capable Loop is not available, ALLTEL will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.4. The 2-Wire ISDN BRI Capable Loop is a loop facility that will meet the design requirements for ISDN Basic Rate Interface (BRI) standards of 144 Kbps customer useable data capacity channelized as 2B + D. The 2-Wire ISDN BRI Capable Loop makeup includes a 15,000 ft. loop length.

There are some end user locations served by loop facilities and transmission equipment that are not compatible with the ISDN BRI technical requirements and or are beyond the normal loop lengths for ISDN BRI. Citizens will consider requests for a 2-Wire ISDN BRI Capable Loop for these locations and will determine separate charges for each request on a case-by-case basis. ALLTEL agrees to pay the quoted charges prior to commencement of work.

The 2-Wire ISDN BRI Capable Loop is typically provided in the following configurations:

3.4.1. Non-loaded metallic loop technically qualified for ISDN BRI transmission without the need for additional equipment.

3.4.2. A combination of UDLC channels and a qualified non-loaded metallic loop.

3.5. The 4-Wire DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbps. The 4-Wire DS-1 Capable Loops are only available to ALLTEL for use in its provision of local exchange service to its end users.

It will be at Citizens' discretion to determine the manner that the 4-Wire DS-1 Capable Loop is provided. This may include, but is not limited to, the following: (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, (iii) Combination of both fiber and metallic.

Each request for a 4-Wire DS-1 Capable Loop will go through a pre-qualification process. In those instances where a 4-Wire DS-1 Capable Loop is not available, ALLTEL will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading/loading and/or bridged tap removal.

Any combination of the above stated activities could be required before the loop is capable of meeting the technical parameters required for a 1.544 Mbps transmission rate. Citizens will determine separate charges for each request. ALLTEL agrees to pay the quoted charges prior to commencement of work.

SECTION 4. CONDITIONING

If ALLTEL requests Unbundled Local Loop conditioning or if conditioning is required to provide one of the Unbundled Local Loops described in this Agreement, Citizens will condition the Unbundled Local Loop at ALLTEL's expense. Citizens will determine separate charges for each request. ALLTEL agrees to pay the quoted charges prior to commencement of work.

SECTION 5. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for Unbundled Local Loops. Citizens will make this determination, but ALLTEL may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. Citizens will determine separate charges for each repeater placement. ALLTEL agrees to pay the quoted charges prior to commencement of work.

SECTION 6. FORM OF ACCESS

Interconnection to loops will be at ALLTEL's collocated equipment at the Citizens central office in the local exchange. Access to unbundled loops may occur in the following manner:

Access to Unbundled Local Loops that terminate on metallic pairs at the MDF will be provided to ALLTEL's collocated equipment in that central office.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

Within ten (10) Business Days of execution of this Agreement, ALLTEL must provide to Citizens forecasts of the numbers of Loops that ALLTEL plans to order from Citizens at the exchange level. Thereafter, ALLTEL will update the forecasts on a quarterly basis. The form for submitting initial and subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the CLEC Master Account Questionnaire.

SECTION 8. IMPLEMENTATION

To ensure correct provisioning, Citizens highly recommends that ALLTEL and Citizens have a technical meeting prior to ALLTEL ordering Unbundled Local Loops

8.1. Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of Citizens' facilities.

8.2. Certain of Citizens' geographical areas are currently served via DLC or Remote Switching Technology. If ALLTEL requests one or more Unbundled Local Loops in these areas, Citizens will notify ALLTEL of the lack of available facilities. ALLTEL may request alternative arrangements. These arrangements may include, but are not limited to: (i) copper facilities, or (ii) universal digital loop ALLTEL facilities, or (iii) both. Additional charges may apply. Citizens will determine separate charges for each request. ALLTEL agrees to pay the quoted charges prior to commencement of work

SECTION 9. CUTOVER

9.1 For local exchange telephone service, ALLTEL will be responsible for providing battery power and dial tone to its connection point two (2) days prior to the due date on the service order.

9.2 If a coordinated cutover is not requested, the cutover will occur during Citizens' normal business hours upon the agreed cutover date.

9.3 ALLTEL may request a coordinated cutover, in which case coordination charges may apply if such cutover is requested out-of-hours. On each Unbundled Loop order, ALLTEL and Citizens will agree on a cutover time at least forty-eight (48) hours prior to the agreed-upon cutover time. The cutover time will be defined as a thirty (30) minute window within which ALLTEL and Citizens personnel will make telephone contact to complete the cutover.

Within the appointed thirty (30) minute cutover interval, ALLTEL personnel will call the Citizens personnel designated to perform cross-connection work. Work will be promptly commenced and performed following completion of this call. If ALLTEL's personnel fail to call or are not ready within the appointed interval, and if ALLTEL has not rescheduled the cutover at least four (4) hours prior to the start of the interval, additional charges will apply. Delays caused by ALLTEL's end users are the responsibility of ALLTEL. Delays or rescheduling caused by ALLTEL or ALLTEL's end user will result in an additional charge, as described in Sec. 4.3 of the general terms and conditions of this Agreement.

SECTION 10. ORDERING AND MAINTENANCE

10.1 ALLTEL agrees to follow the procedures in Citizens' Local Interconnection Guide for ordering and maintenance. A complete copy of the Local Interconnection Guide will be provided by Citizens to ALLTEL. All updates, revisions, corrections and additions to the Local Interconnection Guide will be provided to ALLTEL within ten (10) Business Days of such change.

10.2. For the purpose of Unbundled Local Loop assignment, tracking, and dispute resolution, Citizens will require a Letter of Authorization (LOA) for each end user for which ALLTEL has requested reassignment of the loop serving that end user. Such LOA may be a blanket LOA or other form agreed upon between Citizens and ALLTEL authorizing the release of such information to ALLTEL or, if state or federal law provides otherwise, in accordance with such law. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature.

10.3. If there is a conflict between an end user and ALLTEL regarding the disconnection or provision of Unbundled Local Loops, Citizens will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and Unbundled Local Loop Service is not yet established,

ALLTEL will be responsible to pay the applicable service order charge. If the End User's service has been disconnected and the end user's service is to be restored with Citizens, ALLTEL will be responsible to pay the applicable nonrecurring charges as set forth in Citizens' applicable tariff to restore the end user's prior service with Citizens.

10.4. Each Party is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. Citizens will work cooperatively with ALLTEL to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Citizens' network. ALLTEL must provide to Citizens test results, where available, when testing its end user's trouble prior to Citizens performing any repair functions. When ALLTEL has reported the trouble and such trouble is not in Citizens' network, Citizens will apply to ALLTEL the service charges in accordance with the applicable time and materials charges. ALLTEL agrees to follow the procedures defined in the Citizens Local Interconnection Guide for trouble reporting.

10.5. ALLTEL must submit to Citizens a disconnect order for any Unbundled Local Loop that is relinquished by the end user because of cessation of service. Unbundled Local Loop facilities will be returned to Citizens when the disconnection order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.6. When ordering Unbundled Local Loops, ALLTEL is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.7. ALLTEL will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility. If Citizens performs tests of the Unbundled Local Loop facility at ALLTEL's request, a charge will apply unless the fault is in Citizens facilities.

SECTION 11. RATES

Rates for Unbundled Local Loops are specified in Exhibit A.

EXHIBIT A

Unbundled Local Loop Rates

<u>Recurring Charges</u>	<u>Monthly Rate</u>
2-Wire Analog Loop (NID included)	\$23.06
4-Wire Analog Loop (NID included)	\$45.12
2-Wire ADSL Capable Loop	
2-Wire ISDN BRI Capable Loop	\$34.97
DS-1 Capable Loop (Channel Term. Only)	\$136.53
Cross-Connections:	
2-Wire Jumper	\$1.75
4-Wire Jumper	\$3.50
NID Only	\$0.59

<u>Non-Recurring Charges</u>	<u>Rate</u>
Service Order	\$18.70
Central Office Cross-Connects:	
2-Wire Jumper	\$13.20
4-Wire Jumper	\$26.40
Cross-Connects Outside the Central Office:	
2-Wire Jumper	\$13.20
4-Wire Jumper	\$26.40
Travel Charge	\$41.80

Customer Loop Information (per loop) \$6.91

This charge applies when the request for loop make-up is for ADSL, ISDN 4-wire, and DS1 Capable Loops

Special construction requests, such as (but not limited to) Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis.

Hourly Labor Rate:

First Half Hour	\$31.86*
Each Additional Half Hour	\$15.49*

*Standard Business Day Rates