

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL NEBRASKA, INC.

&

NEBRASKA TECHNOLOGY AND TELECOMMUNICATIONS, INC.

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Interconnection Agreement

Between

ALLTEL Nebraska, Inc.

&

Nebraska Technology and Telecommunications

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AGREEMENT

This Agreement ("Agreement") is between, Nebraska Technology and Telecommunications, Inc. ("NT&T") a Nebraska corporation, and ALLTEL Nebraska, Inc. ("ALLTEL") a Nebraska corporation (collectively the "Parties").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of Nebraska.

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

1.0 Introduction

- 1.1 This Agreement, in accordance with §252 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to NT&T. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which NT&T will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the Nebraska Public Service Commission.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission (FCC or Nebraska Public Service Commission) rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) year from the Effective Date of this Agreement, and thereafter, unless terminated or modified pursuant to the terms and conditions of this Agreement, this Agreement shall continue in force and effect unless and until terminated or modified as provided herein.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall delineate the items desired to be negotiated in a written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party in writing of additional items desired to be negotiated, if any. Not later than 45 days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §4.4 or has been terminated for any reason not prohibited by law pursuant to §4.3, the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the parties and, to the extent necessary, approved by the Nebraska Public Service Commission.
- 4.3 After completion of the initial two (2) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 In the event of Default, as defined in this §4.4, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
- 4.4.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
- 4.4.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
- 4.4.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.
- 4.5 Upon expiration or termination of this Agreement, except in the case of termination for Default under §4.4 or termination for any reason not prohibited by law under § 4.3 above, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, modification or renewal, so long as negotiations are continuing in good-faith and then until resolution pursuant to this Section and the Act. If the Parties are actually in arbitration or mediation before the Nebraska Public Service Commission, commercial arbitrator or FCC prior to such expiration or termination of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission, commercial arbitrator or FCC resolving the issues set forth in such arbitration or mediation request.

- 4.6 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Nebraska Public Service Commission of ("PUC") for mediation or arbitration. Should the NPSC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it

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

- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,

WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.
- 7.3.3 Neither party makes any warranties, express or implied, concerning NT&T's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with NT&T's interconnection with ALLTEL's network use or receipt of ALLTEL services.
- 7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend,

adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

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

8.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.

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

8.3 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid dispute, whether billing or contractual in nature, must in writing specifically document the total dollar amount of the dispute and provide a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 Billing Disputes

A Party must submit reasonable and valid billing disputes to the other Party within twelve (12) months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

- 9.1.1.1 incorrect rate applied;
- 9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);
- 9.1.1.3 service did/does not exist;
- 9.1.1.4 invalid factors;
- 9.1.1.5 incorrect customer being billed;
- 9.1.1.6 invalid purchase order number (PON);
- 9.1.1.7 untimely billing.

9.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement.

9.1.3 All Other Disputes

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

9.2 Alternative to Litigation

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without resorting to litigation. Accordingly, except for actions seeking a temporary restraining order, an injunction, or similar relief from the NPSC, FCC or Court of Competent Jurisdiction related to the purposes of this Agreement, action, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 Informal Resolution of Disputes

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

resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 Formal Dispute Resolution

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may 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 shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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.
- 9.4.3 Each Party shall bear its own costs of these procedures unless the Nebraska PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 Conflicts

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

10.0 Reserved For Future Use

11.0 Notices

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

If to NT&T:
Dale Musfeldt
Chief Executive Officer
NT&T
809 N. 96th St. Ste 210
Omaha, NE 68114

Copy to: Mark Fahleson
Rembolt Ludtke & Berger LLP
1201 Lincoln Mall, Ste 102
Lincoln, NE 68508

If to ALLTEL:

Staff Manager - Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay

franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.

- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Interconnection Services
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

To NT&T:

Gwen Sullivan
Accounting Manager
NT&T
809 N. 96th St. Ste 210

Omaha, NE 68114

Copy to:

Mark Fahleson
Rembolt Ludtke & Berger
Attorneys At Law
1201 Lincoln Mall Ste 102
Lincoln, NE 68508

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

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

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that

they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 24 Hour Network Management Contact:

For ALLTEL:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For NT&T:

Contact Number: 877-537-4403

Facsimile Number: 877-537-4398

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

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

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

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

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

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.
- 17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide NT&T with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon NT&T providing ALLTEL a signed Letter of Agency (LOA), based on NT&T's representation that subscriber has authorized NT&T to obtain such CPNI.
- 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.
- 17.4.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change Local Service Providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.
- 17.4.3 CPNI requests will be processed in accordance with the following:
- 17.4.3.1 For customers with 1-25 lines: two (2) business days.
- 17.4.3.2 For customers with 26+ lines: three (3) business days.
- 17.4.4 If the Parties do not agree that NT&T requested CPNI for a specific end user, or that ALLTEL has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

18.0 Amendments or Waivers

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; and, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or

arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

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

25.0 Conflict of Interest

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

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

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

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 Upon execution of this Agreement, it shall be filed with the NPSC pursuant to the requirements of §252 of the Act. If the NPSC imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, NT&T shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall be borne by NT&T.

29.0 Trademarks and Trade Names

- 29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.
- 29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

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

32.0 Verification Reviews

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 32.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily

from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.

- 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.
- 32.8 Information obtained or received by either Party in conducting the audit described in §32.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

33.0 Complete Terms

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

34.0 Cooperation on Preventing End User Fraud

- 34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35.0 Notice of Network Changes

- 35.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the

other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

36.0 Reserved for Future Use

37.0 Responsibility of Each Party

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38.0 Reserved for Future Use

39.0 Governmental Compliance

39.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

40.0 Responsibility for Environmental Contamination

40.1 NT&T will in no event be liable to ALLTEL for any costs whatsoever resulting from the presence or release of any Environmental Hazard that NT&T did not introduce to the affected work location. ALLTEL will indemnify, defend (at NT&T's request) and hold harmless NT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ALLTEL, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which ALLTEL is responsible under applicable law.

40.2 ALLTEL will in no event be liable to NT&T for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ALLTEL did not introduce to the affected work location. NT&T will indemnify, defend (at ALLTEL's request) and hold harmless ALLTEL, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of

or result from i) any Environmental Hazard that NT&T, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which NT&T is responsible under applicable law.

41.0 Subcontracting

41.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 Referenced Documents

42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

44.0 Survival of Obligations

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Nebraska, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in Lincoln, Nebraska.

46.0 Other Obligations of NT&T

46.1 For the purposes of establishing service and providing efficient and consolidated billing to NT&T, NT&T is required to provide ALLTEL its authorized and nationally recognized Operating Company Number (OCN).

47.0 Customer Inquiries

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

47.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

48.0 Disclaimer of Warranties

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

49.0 Reserved for Future Use

50.0 Reserved for Future Use

51.0 Reserved for Future Use

52.0 Reserved for Future Use

53.0 Reserved for Future Use

54.0 Definitions and Acronyms

54.1 Definitions

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

54.2 Acronyms

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

55.0 Reserved For Future Use

56.0 Reserved For Future Use

57.0 Reserved For Future Use

58.0 Certification Requirements

58.1 Each Party warrants that it has obtained and will maintain all necessary jurisdictional certification(s) required in Nebraska to perform its obligations under this Agreement. Upon request each Party shall provide proof of certification to the other Party.

59.0 Other Requirements and Attachments

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

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

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

ATTACHMENTS

| | |
|----------------|--------------------------------------|
| Attachment 1: | Reserved For Future Use |
| Attachment 2: | Resale |
| Attachment 3: | Reserved For Future Use |
| Attachment 4: | Network Interconnection Architecture |
| Attachment 5: | Reserved For Future Use |
| Attachment 6: | Unbundled Network Elements |
| Attachment 7: | Physical Collocation |
| Attachment 8: | Virtual Collocation |
| Attachment 9: | Directories |
| Attachment 10: | Reserved For Future Use |
| Attachment 11: | Reserved For Future Use |
| Attachment 12: | Compensation |
| Attachment 13: | Numbering |
| Attachment 14: | Number Portability |
| Attachment 15: | Reserved For Future Use |
| Attachment 16: | Reserved For Future Use |
| Attachment 17: | Reserved For Future Use |

Attachment 18: Performance Measures
Attachment 19: Bona Fide Request (BFR) Process
Attachment 20: Definitions
Attachment 21: Acronyms

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

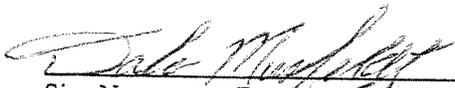
IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

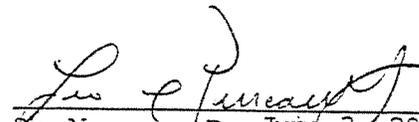
Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Dale Musfeldt Date: July 15, 2003


Sign Name: Leo J. Perreault Date: June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 1

RESERVED FOR FUTURE USE

Attachment 2: Resale

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

1.0 General Provisions

- 1.1 Resale Services will be made available to NT&T by ALLTEL on behalf of ALLTEL's affiliated local exchange carriers as identified in Attachment 1: ALLTEL Local Exchange Carriers.
- 1.2 The applicable rules, regulations and rates in the ALLTEL Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 NT&T will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from NT&T for all services purchased pursuant to this Agreement.
- 1.4 NT&T will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 NT&T may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
- 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, NT&T shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
- 1.7 NT&T shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
- 1.8 NT&T shall not use a resold service to avoid the terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
- 1.9 If ALLTEL at its sole discretion provides non-regulated services to NT&T for resale, said services shall be resold to NT&T according to terms and conditions established by ALLTEL.
- 1.10 NT&T shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities, ALLTEL shall provide Resale Services to NT&T pursuant to this Agreement.
- 1.12 NT&T has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business, provided that such decisions are nondiscriminatory in nature.
- 1.13 Service is furnished to NT&T on the condition that it will not be used for any unlawful purpose.
- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.

- 1.15 ALLTEL can refuse service when it has grounds to believe that service will be used in violation of the law.
- 1.16 ALLTEL accepts no responsibility for any unlawful act committed by NT&T or its end users as part of providing service to NT&T for purposes of resale or otherwise.
- 1.17 ALLTEL is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of NT&T or its end users. Law enforcement agency subpoenas and court orders regarding the end users of NT&T will be directed to NT&T. ALLTEL shall be entitled to bill NT&T for any cost associated with complying with any requests by law enforcement agencies regarding NT&T or NT&T's end users.
- 1.18 Directory Services shall be provided as set forth in Attachment 9 - Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by ALLTEL with respect to NT&T end-user accounts will be returned to the IXC as unbillable, and will not be passed on to NT&T for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by ALLTEL.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to ALLTEL by NT&T in accordance with the practices and procedures established by ALLTEL.
- 1.21 Except as otherwise provided in this Agreement, if either Party notifies the other in writing of a violation of a provision of this Agreement, the defaulting Party shall have thirty (30) days from notice to correct the violation and notify the other in writing that the violation has been corrected.
- 1.22 ALLTEL shall continue to have the right to serve and market directly to any end user within ALLTEL's service area, including but not limited to NT&T's end users. ALLTEL shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with NT&T's end users.
- 1.23 NT&T shall not interfere with the right of any person or entity to obtain service directly from ALLTEL.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than ALLTEL and use, operation, maintenance or installation thereof shall not:
 - 1.24.1 interfere with or impair service over any facilities of ALLTEL, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.24.2 cause damage to plant;
 - 1.24.3 impair the privacy of any communications; or
 - 1.24.4 create hazards to any employees or the public.
- 1.25 NT&T assumes the responsibility of notifying ALLTEL regarding any less than standard operations with respect to services provided by NT&T.
- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to NT&T shall remain the property of ALLTEL.

- 1.27 ALLTEL will provide customer record information to NT&T in accordance with Section 17 of the General Terms and Conditions. ALLTEL may provide customer record information to NT&T via US mail or fax.
- 1.28 All costs incurred by ALLTEL for providing services authorized by NT&T that are not covered in the ALLTEL tariffs shall be recovered from NT&T for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
- 1.30 The rates applicable to NT&T for purchase of services from ALLTEL for resale shall be discounted at a rate of 16% from the applicable tariff rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff.

2.0 General Obligations

- 2.1 NT&T shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR or via electronic transmission if available.
- 2.2 ALLTEL shall implement NT&T service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept NT&T trouble reports with respect to NT&T end users services 24 hours a day, 7 days a week. NT&T will be assigned a customer contact center when initial service agreements are made. NT&T end users calling ALLTEL will be referred to NT&T at the number provided by NT&T.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will re-establish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, NT&T shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the NT&T or the end user made the change. NT&T shall pay for PIC changes at the tariffed rate.
- 2.6 NT&T shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.
- 2.7 NT&T is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at NT&T location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.
- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by NT&T. All applicable rates and charges for such services will be billed to and shall be the responsibility of NT&T, with the exception of other retail services provided directly to the end user by ALLTEL as described in paragraph 2.8 above.

- 2.9 If NT&T does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, NT&T must order blocking services as outlined in the ALLTEL Local Exchange Tariff and pay any applicable charges.
- 2.10 NT&T shall be responsible for providing to its end users, and to ALLTEL a telephone number or numbers that NT&T end users can use to contact NT&T in the event of service or repair requests. In the event that NT&T end users contact ALLTEL with regard to such requests, ALLTEL shall provide the end user NT&T's contact number and inform the end user to contact NT&T.

3.0 Establishment of Service

- 3.1 NT&T will provide the Nebraska Certification to ALLTEL with the necessary documentation to enable ALLTEL to establish a master account for NT&T. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, ALLTEL will begin taking orders from NT&T for Resale Services.
- 3.2 Service orders will be in the format designated by ALLTEL.
- 3.3 When ALLTEL receives notification from NT&T that a current ALLTEL customer will be subscribing to NT&T's services, standard service order intervals for the appropriate class of service will apply.
- 3.4 Except as required by applicable laws or rules, ALLTEL will not require end user confirmation prior to establishing service for NT&T's end user customers. NT&T must, however, be able to demonstrate end user authorization upon request.
- 3.5 NT&T will be the single point of contact with ALLTEL for all subsequent ordering activity resulting in additions or changes to Resale Services, except that ALLTEL will accept a request directly from the end user for conversion of the end user's service from NT&T to ALLTEL, or will accept a request from another local service provider for conversion of the end user's service from NT&T to the other local service provider.
- 3.6 ALLTEL will provide NT&T at their request per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that ALLTEL provides such blocking capabilities to its customers and to the extent required by law.
- 3.7 When ordering Resale Services via a service order, NT&T may where available, order from ALLTEL separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. ALLTEL will accept PIC change orders for IntraLATA toll and long distance services through the ALLTEL service provisioning process.
- 3.8 ALLTEL will provide order format specifications to NT&T with respect to all services, features, and functions available and with respect to ancillary data required by ALLTEL to provision these services.
- 3.9 ALLTEL, at its discretion may require NT&T to provide ALLTEL a security deposit, not to exceed two (2) months estimated total usage, to ensure payment of NT&T's account.
- 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during

the continuance of the service as security for the payment of any and all amounts accruing for the service.

- 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 3.9.3 The fact that a security deposit has been provided in no way relieves NT&T from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 3.9.5 In the event that NT&T is in breach of this Agreement, service to NT&T may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to NT&T during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to NT&T by the accrual date. After eighteen (18) months of prompt payment the security deposit will no longer be required.

4.0 Maintenance of Services

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from NT&T will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 NT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.
- 4.4 The Parties shall promptly notify the other party of any situations that arise that may result in a service problem.
- 4.5 NT&T will be ALLTEL's single point of contact for all repair calls on behalf of NT&T's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from NT&T customers will be given a recording (or live statement) directing them to call the number designated by NT&T. NT&T on a reciprocal basis will refer all misdirected repair calls that NT&T receives for ALLTEL customers to ALLTEL.
- 4.6 NT&T will contact the appropriate ALLTEL repair center in accordance with procedures established by ALLTEL. NT&T will refer repair calls to ALLTEL by telephone. ALLTEL will answer its telephone and begin taking information from NT&T at the same level of service as provided to ALLTEL's customers.

- 4.7 For all repair requests, NT&T shall adhere to ALLTEL's prescreening guidelines prior to referring the trouble to ALLTEL.
- 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
- 4.9 ALLTEL will bill NT&T for handling troubles that are found not to be in ALLTEL's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what ALLTEL charges to its retail customers for the same services.
- 4.10 ALLTEL will provide NT&T with written escalation procedures for maintenance resolution to be followed if, in NT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of ALLTEL management personnel who are responsible for maintenance issues.
- 4.11 ALLTEL Maintenance of Service Charges, when applicable, will be billed by ALLTEL to NT&T, and not to NT&T's end-user customers.
- 4.12 Dispatching of ALLTEL technicians to NT&T Customer premises shall be accomplished by ALLTEL pursuant to a request received from NT&T.
- 4.13 When an ALLTEL employee visits the premises of a NT&T local customer, the ALLTEL employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that ALLTEL was on their premises acting on behalf of "their local service provider".
- 4.14 If trouble cannot be cleared without access to NT&T local customer's premises and the customer is not at home, the ALLTEL technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
- 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by NT&T in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of NT&T, ALLTEL will disconnect a NT&T end user customer.
- 5.1.2 All requests by NT&T for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.
- 5.1.3 NT&T will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of NT&T.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise NT&T when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by

NT&T against any claim, loss or damage arising from providing this information to NT&T. It is the responsibility of NT&T to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 NT&T Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by NT&T of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of NT&T to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to NT&T, 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 (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and NT&T's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.
- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, NT&T's account shall be considered in default, and will be subject to denial or disconnection, or both.
- 5.2.5 If NT&T fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to NT&T's designated representative discontinue the provision of existing services to NT&T at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and NT&T's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to NT&T without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect NT&T. ALLTEL reserves the right to advise NT&T's end users of NT&T's default after the date given in the notification for disconnection.
- 5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from NT&T until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to NT&T after disconnect for nonpayment has occurred.

6.0 Billing and Payments

- 6.1 Pursuant to this Agreement, ALLTEL shall bill NT&T those charges which NT&T incurs as a result of NT&T purchasing Resale Services from ALLTEL.

- 6.2 ALLTEL shall provide NT&T a monthly bill including all charges incurred by and credits and/or adjustments due to NT&T for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to NT&T will include:
- 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to NT&T.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 6.6 ALLTEL will render bills each month on established bill days for each of NT&T's accounts.
- 6.7 If NT&T requests an additional copy(ies) of a bill, NT&T will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges, assessed to NT&T under this agreement, will be the responsibility of NT&T. NT&T shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by NT&T from NT&T's customer. ALLTEL will not become involved in billing disputes that arise between NT&T and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due 20 days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 Customer Usage Data

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to NT&T when the end user has been transferred to NT&T, and NT&T purchases Resale Services from ALLTEL.
- 7.2 ALLTEL will provide usage data for NT&T customers using ALLTEL provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 7.2.1 All record types that are currently processed for ALLTEL customers.

- 7.2.2 Use of CLASS/ Custom Features;
- 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
- 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to NT&T only for NT&T Customers. ALLTEL will not submit other carriers' local usage data as part of the NT&T Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.
- 7.6 ALLTEL will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 7.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 7.8 ALLTEL will transmit formatted Usage Data to NT&T via CONNECT: Direct or as otherwise agreed to by the Parties. NT&T is responsible for the connection.
- 7.9 NT&T and ALLTEL will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data
- 7.10 ALLTEL will provide Usage Data to NT&T-daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with 30 days written notice.
- 7.11 ALLTEL will establish a single point of contact to respond to NT&T call usage, data error, and record transmission inquiries.
- 7.12 ALLTEL will bill and NT&T will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

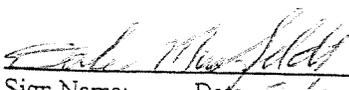
IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

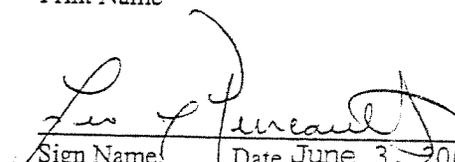
Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Date July 15, 2003


Sign Name: Date June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 3

RESERVED FOR FUTURE USE

ATTACHMENT 4:
NETWORK INTERCONNECTION ARCHITECTURE

1.0 **Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the IP. Neither Party will bill the other for transmission and routing for facilities on its side of the IP.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Appendix A to this Attachment identifies the interconnection method and IP for the exchange of traffic pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will identify the IP.
- 1.4 This Attachment and Appendix A are based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to NT&T.

2.0 **Interconnection Methods**

There are two methods of interconnection available; direct interconnection and indirect interconnection.

- 2.1 Direct interconnection provides for network interconnection between the Parties through, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.
 - 2.1.1 If NT&T's end office or wire center is within ALLTEL's local exchange boundary where direct interconnection is requested, either Party may lease from the other Party facilities between ALLTEL's end office or wire center location and NT&T end office or wire center location, subject to availability. Unless the Parties mutually agree in writing to different locations, ALLTEL's IP will be located at NT&T end office or wire center location and NT&T's IP will be located at the ALLTEL end office or wire center location. Lease arrangements will be governed by the applicable ALLTEL interstate, intrastate or local, special access or private line tariffs under which NT&T orders service.
 - 2.1.2 Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the ALLTEL and NT&T end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet). Should the parties interconnect via jointly provisioned facilities, the Parties will mutually agree to an IP provided, however, that the IP will be within ALLTEL's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement.

- 2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")
 - GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
 - GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
 - GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5
 - GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")
- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,

- 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic and IntraLATA Toll Traffic

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:
 - 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA toll traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.
 - 4.1.1.2 Separate trunks will be utilized for connecting NT&T's switch to each 911/E911 tandem, if ALLTEL becomes an E911 provider during the term of this Agreement.
 - 4.1.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 Trunking

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS1/STS, DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

5.0 Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 Forecasting/Service Responsibilities

6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.

6.2 ALLTEL shall be responsible for forecasting and servicing the trunk groups terminating to NT&T. NT&T shall be responsible for forecasting and servicing the trunk groups terminating to ALLTEL end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.

6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their 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.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an NT&T end office and ALLTEL access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). ALLTEL will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Date July 15, 2003


Sign Name: Date June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 5

RESERVED FOR FUTURE USE

Attachment 6:Unbundled Network Elements (UNEs)1.0 Introduction

- 1.1 ALLTEL shall, upon request of NT&T, and to the extent technically feasible, provide to NT&T access to its unbundled network elements for the provision of NT&T's telecommunications services.
- 1.2 ALLTEL will provide NT&T nondiscriminatory access to unbundled network elements in a manner that allows NT&T to provide any telecommunications service that may be offered by means of that element.
- 1.3 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.
- 1.4 ALLTEL retains duty to maintain, repair, or replace the element.
- 1.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 1.6 Network elements provided to NT&T under the provisions of this Attachment will remain the property of ALLTEL.

2.0 Unbundled Loops

- 2.1 The loop is a transmission path on which a subscriber's traffic is carried from the Main Distribution Frame or similar terminating device in an ALLTEL central office or similar environment up to the demarcation point at the Network Interface Device (NID) at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to transmission equipment in co-located space.
- 2.3 ALLTEL will provide, subject to facility availability and technical feasibility, the following at the rates, terms, and conditions outlined in § 9.0 and Exhibit A: UNE Price List.
 - 2.3.1 2-Wire and 4-Wire analog, these UNE's may be ordered as non-bridged and /or non-loaded facilities at NT&T's expense;
 - 2.3.1.1 DS1
- 2.4 NT&T will be responsible for testing and isolating network failures. Once NT&T has isolated a trouble to the ALLTEL provided loop, NT&T will issue a trouble report to ALLTEL on the loop. ALLTEL will take the actions necessary to repair the loop if a trouble actually exists.
- 2.5 If NT&T reports a trouble on a loop and no trouble actually exists, ALLTEL will charge NT&T for any dispatching and testing, (both inside and outside the central office) required by ALLTEL in order to confirm the loop's working status. In cases of repeated customer reports the parties agree to perform root cause analysis and joint resolution.
- 2.6 Where ALLTEL uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and ALLTEL has an alternate facility available, ALLTEL will make alternative arrangements to permit NT&T to order a contiguous unbundled local loop. To the extent it is technically feasible,

these arrangements will provide NT&T with the capability to serve end users at the same level ALLTEL provides its customers. If no alternate facility is available, ALLTEL will determine the additional costs required for provisioning the loop facilities. NT&T will then have the option of paying the one-time charge to place the loop facilities or NT&T may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

- 2.7 In addition to any liability provisions in this agreement, ALLTEL does not guarantee or make any warranty with respect to unbundled local loops when used in an explosive atmosphere. NT&T will indemnify, defend and hold ALLTEL harmless from any and all claims by any person relating to NT&T's or NT&T end user's use of unbundled loops in an explosive atmosphere.
- 2.8 ALLTEL agrees that upon receiving an LSR from NT&T for any customer of ALLTEL who wishes to disconnect its service and receive NT&T's service, the cut-over shall be completed within the intervals set forth in Attachment 18: Performance Measures. NT&T may request a coordinated cut-over between the Parties to avoid breaks in service to the customer. Such coordinated cut-over shall be subject to the prices set forth in Exhibit A: UNE Price List and the intervals set forth in Attachment 18: Performance Measures.

3.0 **Network Interface Device (NID)**

- 3.1 The NID is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections.
- 3.2 NT&T may provide its own NID and may interface to the customer's premises wiring through connections in the customer chamber of the ALLTEL NID. This connection will be in adherence with the FCC rules regarding NID to NID arrangements.
- 3.3 With respect to multiple dwelling units or multiple-unit business premises, where NT&T provides its own loop NT&T will provide its own NID and will connect directly with the customer's inside wire. NT&T will not require any connection to the ALLTEL NID, unless such premises are served by "single subscriber" type NIDs.
- 3.4 The ALLTEL NIDs that NT&T uses under this Attachment will be those installed by ALLTEL to serve its customers.
- 3.5 The NID shall be physically accessible to NT&T designated personnel. In cases where entrance to the customer premises is required to give access to the NID, NT&T shall obtain entrance permission directly from the customer.
- 3.6 NT&T will not attach to or disconnect ALLTEL's ground. NT&T will not cut or disconnect ALLTEL's loop from its protector. NT&T will not cut any other leads in the NID. NT&T will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. NT&T will tighten all screws or lugs loosened by NT&T in the NID's enclosure and replace all protective covers.
- 3.7 Any repairs, upgrades, and/or rearrangements authorized by NT&T will be performed by ALLTEL based on time and material charges.

4.0 Cross-Connects

4.1 The local loop cross connect is the media between the ALLTEL distribution frame and an NT&T designated collocation. The applicable cross connects are as follows:

4.1.1 2-Wire;

4.1.2 4-Wire;

4.1.3 DS1; and/or

4.1.4 DS0

5.0 Unbundled Network Element Platform

5.1 Unbundled Network Element Platform ("UNE-P") is a combination of Unbundled Network Elements, including Unbundled Loop, Unbundled Local Switching, and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

5.2 **Terms and Conditions for All Types of UNE-P:**

5.2.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of NT&T's customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access NT&T's Operator Services platform, capability to access NT&T's Directory Assistance platform and ALLTEL customized routing service. ALLTEL does not directly provide Operator Services or Directory Assistance Service. NT&T shall be solely responsible for its own access to Operator Services and Directory Assistance Service.

5.2.2 NT&T shall order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. NT&T shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that section of this Agreement.

5.2.3 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE-P Combination Section. The existing routing tables resident in the switch will direct both ALLTEL and NT&T traffic over ALLTEL's interoffice message trunk network.

5.2.4 NT&T shall provide its own directory assistance services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. NT&T may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

5.2.5 ALLTEL shall provide to NT&T, for NT&T's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). ALLTEL shall not be responsible for any failure of NT&T to provide accurate end user customer information for listings in any databases in which ALLTEL is required to retain and/or maintain end user customer information. ALLTEL shall provide NT&T's end user customer information to the ALI/DMS (Automatic Location Identification/Database Management System). ALLTEL shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers; NT&T's end user customer service information in the ALI/DMS used to support E911/911 services. ALLTEL assumes no

liability for the accuracy of information provided by NT&T.

- 5.2.6 NT&T shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for InterLATA and IntraLATA services. NT&T shall follow all applicable laws, rules and regulations with respect to PIC changes and ALLTEL shall disclaim any liability for NT&T's improper PIC change requests.
- 5.2.7 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by NT&T.
- 5.2.8 When end user customers switch from ALLTEL to NT&T, or to NT&T from any other competitor and is obtaining service through a UNE-P, such end user customers shall be permitted to retain their current telephone numbers if they so desire.
- 5.2.9 In the event ALLTEL terminates the provisioning of any UNE-P Combination service to NT&T for any reason, NT&T shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall ALLTEL be responsible for providing such notice to NT&T's end user customers. ALLTEL shall only be required to notify NT&T of ALLTEL's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 5.2.10 NT&T, or NT&T's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. NT&T shall inform its end user customers that they are end user customers of NT&T. NT&T's end user customers contacting ALLTEL will be instructed to contact NT&T, and ALLTEL's end user customers contacting NT&T will be instructed to contact ALLTEL. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit ALLTEL or NT&T from discussing its products and services with NT&T's or ALLTEL's end user customers who call the other Party.

6.0 UNE-P Combinations

6.1 General Provisions

- 6.1.1 ALLTEL shall provide NT&T with non-discriminatory access to UNE-P according to the following terms and conditions.
- 6.1.2 ALLTEL will offer to NT&T UNE-P, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. ALLTEL shall not place any use restrictions or other limiting conditions on UNE-P accessed by NT&T except as specified in this Agreement or required by existing rules.
- 6.1.3 In addition to the UNE-P combinations provided by ALLTEL to NT&T hereunder, ALLTEL shall permit NT&T to combine any UNE provided by ALLTEL with another UNE provided by ALLTEL or with compatible network components provided by NT&T or provided by third parties to NT&T in order to provide Telecommunications Services. UNE-P will not be directly connected to an ALLTEL Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by

the Parties.

- 6.1.4 The quality of a UNE-P ALLTEL provides, will be equal between all carriers requesting access to UNE-P.

6.2 Description

- 6.2.1 UNE-P is available in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), CENTREX and (iv) PBX. If NT&T desires access to a different UNE-P combination, NT&T may request access through the BFR process set forth in Attachment 19 to this Agreement.

6.2.1.1 “UNE-P-POTS”: 1FR/1FB lines are available to NT&T and is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical switch features that are technically feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.2 “UNE-P-PBX”: PBX Trunks are available to NT&T. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical switch features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.3 “UNE-P-DSS”: Digital Switched Service (DSS) is available to NT&T and is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the vertical switch features that are technically feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.4 “UNE-P-ISDN”: ISDN lines are available to NT&T. All the vertical switch features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

6.3 Rates and Charges

6.3.1 The rates and charges for UNE-P Combinations are contained in Exhibit A for both recurring and nonrecurring application.

6.3.2 Recurring monthly charges for each Unbundled Network Element that comprise the UNE

Combination shall apply when a UNE-P Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

- 6.3.3 Nonrecurring charges, if any, will apply based upon the cost to ALLTEL of provisioning the UNE-P Combination and providing access to the UNE-P Combination. These nonrecurring charges, if any, are described in Exhibit A.
 - 6.3.4 NT&T shall be responsible for billing its end user customers served over UNE-P and for all Miscellaneous Charges and surcharges required of NT&T by statute, regulation or otherwise required.
 - 6.3.5 NT&T shall pay ALLTEL the PIC change charge associated with NT&T end user customer changes of InterLATA or IntraLATA Carriers. Any change in NT&T's end user customers' InterLATA or IntraLATA carrier must be requested by NT&T on behalf of its end user customer.
 - 6.3.6 If an end user customer is served by NT&T through UNE-P ALLTEL will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that end user customer's phone after conversion to a UNE Combination is complete.
 - 6.3.7 ALLTEL shall have a reasonable amount of time to implement system or other changes necessary to bill NT&T for Commission-ordered rates or charges associated with UNE Combinations.
- 6.4 Ordering Process
- 6.4.1 UNE-P and associated products and services are ordered via an LSR.
 - 6.4.2 Prior to placing an order on behalf of each end user customer, NT&T shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.
 - 6.4.3 For UNE-P Combinations with appropriate retail analogues, NT&T and ALLTEL will use the standard provisioning interval for the equivalent retail service. NT&T and ALLTEL can separately agree to due dates other than the standard interval.
 - 6.4.4 Due date intervals are established when ALLTEL receives a complete and accurate Local Service Request (LSR) through facsimile. The date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.
 - 6.4.5 NT&T shall bear all obligations and responsibilities for providing and maintaining end user customer listings information. Nevertheless, to the extent that the option is available to NT&T to specify that the end user customer's existing listing(s) be retained upon conversion to UNE-P Combinations, ALLTEL shall be responsible for ensuring that the end user customer's listing(s) is retained "as is" in ALLTEL's listings data bases.
 - 6.4.6 When ALLTEL's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, ALLTEL will render its closing bill to the end user customer effective with the disconnection. If ALLTEL is not the local service provider,

ALLTEL will issue a bill to NT&T for that portion of the service provided to NT&T should NT&T's end user customer, a new service provider, or NT&T request service be discontinued to the end user customer. ALLTEL will notify NT&T by FAX, or other agreed upon processes when an end user customer moves to another service provider. ALLTEL shall not provide NT&T with the name of the other service provider selected by the end user customer.

6.4.7 For UNE-P Combinations, NT&T shall provide ALLTEL and ALLTEL shall provide NT&T with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

6.5 Maintenance and Repair

6.5.1 ALLTEL will maintain facilities and equipment that comprise the service provided to NT&T as a UNE-P Combination. NT&T or its end user customers may not rearrange, move, disconnect or attempt to repair ALLTEL facilities or equipment, other than by connection or disconnection to any interface between ALLTEL and the end user customer, without the written consent of ALLTEL.

7.0 Shared Interoffice Transport

7.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including ALLTEL, between End Office Switches, between End Office Switches and tandem switches (local and access tandems), and between tandem switches.

7.2 Terms and Conditions

7.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE-P Combinations Section. The existing routing tables resident in the switch will direct both ALLTEL and NT&T traffic over ALLTEL's interoffice message trunk network.

7.2.2 NT&T shall custom route operator services or directory assistance calls to unique operator services/directory services trunks.

7.2.3 ALLTEL has the following obligations with respect to Shared Transport:

7.2.3.1 Provide Shared Transport in a way that enables the traffic of NT&T to be carried on the same transport facilities that ALLTEL uses for its own traffic.

7.2.3.2 Provide Shared Transport transmission facilities between End Office Switches, between end office and tandem switches, and between tandem switches in its network.

7.2.3.3 Permit NT&T that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in ALLTEL's switch.

7.2.3.4 Permit NT&T to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom NT&T provides Local Exchange Service.

7.3 Rate Elements

7.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

7.4 Ordering Process

7.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by NT&T.

7.5 Maintenance and Repair

7.5.1 Maintenance and Repair are the sole responsibility of ALLTEL.

8.0 Unbundled Local Switching

8.1 ALLTEL shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

8.2 Terms and Conditions

8.2.1 Access to Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to ALLTEL's end user customers. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, NT&T may purchase Unbundled Local Switching in a manner that permits NT&T to offer exchange access and termination of EAS/local traffic.

8.2.2 NT&T may not use directory assistance services or operator services, contracted by ALLTEL, with its Unbundled Local Switching elements or UNE-P Combinations. NT&T shall arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

8.2.3 ALLTEL's trunk ports are utilized to access routing tables resident in ALLTEL's switch, as necessary to provide access to shared transport. Shared transport is described earlier in this Section of this Agreement.

8.2.4 Unbundled Local Switching also permits NT&T to purchase a dedicated trunk port on the local switch. NT&T may direct originating traffic to such a dedicated trunk via customized routing.

8.2.5 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in ALLTEL's Local Exchange Tariff. The BFR contained in Attachment 19 of the Agreement shall be used when ordering the activation and/or loading of vertical features on a switch, that are not currently activated or loaded on the switch. If features that are loaded on ALLTEL's switch(es) are migrated to AIN for ALLTEL's own use, the switch software for such features will be retained on the ALLTEL switch(es) for the use of NT&T and NT&T's end user customers.

8.2.6 Line ports include:

- a) Analog Line Port; and
- b) Digital Line Port.

8.2.7 Trunk ports include but are not limited to:

- a) DS1 Trunk Port (including Local Message);
 - b) PRI ISDN Trunk Port;
 - c) DID/PBX Trunk Port;
- 8.2.8 The following are attributes of line ports consistent with State Commission Rules and include but are not limited to:
- 8.2.8.1 Telephone number
 - 8.2.8.2 Directory Listing
 - 8.2.8.3 Dial Tone
 - 8.2.8.4 Signaling (Loop or ground start)
 - 8.2.8.5 On/Off Hook Detection;
 - 8.2.8.6 Audible and Power Ringing
 - 8.2.8.7 Automatic Message Accounting (AMA Recording);
 - 8.2.8.8 Access to 911, Operator Services, and Directory Assistance; and
 - 8.2.8.9 Blocking Options.
- 8.2.9 Analog Line Port. The analog line port is a two wire interface on the line-side of the End Office Switch that is extended to the MDF. A separate cross connect must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables NT&T to access basic switch services and vertical features.
- 8.2.10 NT&T may purchase access to all vertical features that are loaded in ALLTEL's End Office Switch. NT&T may request features that are not activated and/or not loaded in a ALLTEL End Office Switch utilizing the BFR Process contained in Attachment 19 of this Agreement. If NT&T requests activation and/or loading of features in a switch, appropriate recurring and nonrecurring charges will apply.
- 8.2.11 Local switch ports include NT&T use of ALLTEL's signaling network for traffic originated from the line-side switching port. NT&T access to the ALLTEL signaling network shall be of substantially the same quality as the access that ALLTEL uses to provide service to its own end user customers.
- 8.2.12 NT&T shall be responsible for updating the 911/E911 database through ALLTEL's third party database provider for any unbundled switch port ordered in accordance with its agreement with the provider.
- 8.2.13 The line-side port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the demarcation point shall be an cross connect provided by ALLTEL pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the End Office Switch and the TMDF. The connection from the TMDF to the demarcation point shall be a cross connect provided by ALLTEL pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in this Section.

- 8.2.14 A BRI ISDN line counts as one line.
- 8.2.15 NT&T must order DID numbers in blocks of 20 or larger. One primary directory listing the main directory is provided for each PBX system.
- 8.2.16 NT&T is required to provision sufficient number of trunk ports to adequately handle volume of incoming calls.
- 8.2.17 Additional line or trunk features not offered with the basic DID/PBX product, are available to NT&T on an Individual Case Basis.
- 8.2.18 Additional arrangements not offered with the basic PRI product are available to NT&T on an Individual Case Basis.

8.3 Digital Line Side Port (Supporting BRI ISDN)

- 8.3.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

8.4 Digital Trunk Ports

- 8.4.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.
- 8.4.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.
- 8.4.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.
- 8.4.4 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).
- 8.4.5 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.
 - 8.4.5.1 PRI ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or

video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

8.4.5.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN-equipped ALLTEL central office.

8.4.5.3 The PRI central office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

8.4.5.4 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

8.4.5.5 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

8.4.5.6 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

8.4.5.7 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

8.4.5.8 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

8.5 Analog Trunk Ports

8.5.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

8.5.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This trunk side connection inherently includes hunting within the trunk group.

8.5.3 All trunks are designed as 4-Wire leaving the central office. For 2-Wire service, the trunks are converted at the customer's location.

8.5.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

8.5.5 Two-way Analog DID Trunks require E&M signaling. ALLTEL will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from ALLTEL to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

8.6 Rate Elements

- 8.6.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time nonrecurring charges which are contained in Exhibit A of this Agreement.
- 8.6.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Nonrecurring charges are incurred for the trunk port, first trunk and each additional trunk.
- 8.6.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.
- 8.6.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.
- 8.6.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when NT&T orders additional vertical features to an existing port.

8.7 Ordering

- 8.7.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.
- 8.7.3 Vertical features that are loaded in a switch, but not activated, shall be ordered using the Special Request Process set forth in Attachment 19.
- 8.7.4 Vertical features that are not loaded in a switch shall be ordered using the BFR set forth in Attachment 19. ALLTEL will provide information to NT&T on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.
- 8.7.5 Unbundled local switch ports are required when ordering unbundled Shared Transport as described in the PCAT.

8.8 Usage Billing Information

- 8.8.1 Exchange Access Service(s) ALLTEL shall provide NT&T with usage information necessary to bill for InterLATA and IntraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.
- 8.8.2 Retail Service(s) ALLTEL shall provide NT&T with information necessary for NT&T to bill its end user customers in the form of the actual information that is comparable to the information ALLTEL uses to bill its own end user customers.

9.0 Customized Routing

- 9.1 Customized Routing permits NT&T to designate a particular outgoing trunk that will carry certain classes of traffic originating from NT&T's end users. Customized routing enables NT&T to direct particular classes of calls to particular outgoing trunks which will permit NT&T to self-provide or select among other providers of interoffice facilities, operator services and directory assistance.

Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.2 NT&T may elect to route its end user customers' traffic in the same manner as ALLTEL routes its end user customers' calls using existing ALLTEL line class code(s). This option eliminates assignment and deployment charges applicable to new NT&T line class code(s) required for custom or unique NT&T routing requests, as described in this Section.

9.3 **Terms and Conditions**

9.3.1 Customized Routing will be offered on a first-come, first-served basis.

9.3.2 NT&T has two (2) options by which to route its end user customers' calls:

a) NT&T may elect to route all of its end user customers' calls in the same manner as ALLTEL routes its end user customers' calls. This option allows NT&T to use the same line class code(s) used by ALLTEL and thus eliminates line class code(s) and deployment charges to NT&T.

b) NT&T may elect to custom route its end user customers' calls differently than ALLTEL routes its end user traffic. NT&T may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new NT&T line class code(s). If a NT&T line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.3.3 In both option (a) and (b) above, NT&T shall provide comprehensive routing information associated with any routing request. ALLTEL will provide line class code(s) to NT&T for inclusion in NT&T LSR (Local Service Request).

9.4 **Rate Elements**

9.4.1 Charges for development of a new NT&T line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an Individual Case Basis for each custom routed request.

9.4.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an Individual Case Basis for each switch in which the code is deployed.

9.5 **Ordering Process**

9.5.1 NT&T shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with ALLTEL.

9.5.2 After the Service Inquiry form is completed and provided to ALLTEL, the pre-order meeting will be jointly established to provide ALLTEL with the comprehensive network plan, specific routing requirements and desired due dates.

9.5.3 ALLTEL will provide NT&T a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

- 9.5.4 If custom routing is requested, NT&T shall submit a 50% deposit for the establishment and deployment of a new NT&T line class code(s). ALLTEL will assign a new NT&T line class code(s) and provide it to NT&T for inclusion in the LSR (Local Service Request) which NT&T will subsequently issue for deployment of the line class code(s) by ALLTEL.
- 9.5.5 If NT&T elects to route their end users' calls in the same manner in which ALLTEL routes its end user customers' calls, establishment and deployment charges for new NT&T line class code(s) will not apply. ALLTEL will assign existing ALLTEL line class code(s) and provide to NT&T for inclusion in the LSR (Local Service Request).
- 9.5.6 NT&T must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.6 Maintenance and Repair

- 9.6.1 Maintenance and Repair are the sole responsibility of ALLTEL. Reference the Maintenance and Repair processes contained in this Agreement.

10.0 Provisioning/Maintenance of Network Elements on an Unbundled Basis

- 10.1 Subject to the terms herein, ALLTEL is responsible only for the installation, operation and maintenance of the Network Elements it provides. ALLTEL is not otherwise responsible for the Telecommunications Services provided by NT&T through the use of those elements.
- 10.2 Where unbundled network elements provided to NT&T are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to ALLTEL for future provisioning needs, unless such element is disconnected in error. NT&T agrees to relinquish control of any such unbundled network element concurrent with the disconnection of NT&T's end user's service.
- 10.3 The elements provided pursuant to this Attachment will be available to ALLTEL at times mutually agreed upon in order to permit ALLTEL to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 10.4 NT&T's use of any ALLTEL unbundled network element, or of its own equipment or facilities in conjunction with any ALLTEL network element, will not materially interfere with or impair service over any facilities of ALLTEL, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, ALLTEL may discontinue or refuse service if NT&T violates this provision, provided that such termination of service will be limited to NT&T's use of the element(s) causing the violation.
- 10.5 When a ALLTEL provided tariffed or resold service is replaced by an NT&T facility based service using any ALLTEL provided unbundled network elements (including service provided exclusively via ALLTEL provided UNE), both the disconnect order and the new connect order will be issued by NT&T. A service order charge on the requested network elements will be assessed. Similarly, when an end user is served by one local service provider using ALLTEL provided UNE is converted to NT&T's service which also uses an ALLTEL provided UNE, a disconnect order will be issued by ALLTEL (with an appropriate service order charge being generated to NT&T) of the existing UNE and a new connect order will be issued by NT&T (with an appropriate service order charge being generated to NT&T) of the new UNE.

- 10.6 NT&T will connect equipment and facilities that are compatible with the ALLTEL Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements.
- 10.7 Unbundled Network Elements may not be directly connected to or combined with ALLTEL access services or other ALLTEL tariffed service offerings.
- 11.0 Maintenance of Elements
- 11.1 The network elements provided by ALLTEL pursuant to this Attachment will be maintained by ALLTEL. NT&T or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by ALLTEL, other than by connection or disconnection to any interface means used, except with the written consent of ALLTEL.
- 11.2 If trouble occurs with unbundled network elements provided by ALLTEL, NT&T will first determine whether the trouble is in NT&T's own equipment and/or facilities or those of the end user. If NT&T determines the trouble is in ALLTEL's equipment and/or facilities, NT&T will issue a trouble report to ALLTEL.
- 11.3 NT&T will pay Time and Material charges when NT&T reports a suspected failure of a network element and ALLTEL dispatches personnel to the end user's premises or a ALLTEL central office and trouble was not caused by ALLTEL's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. In cases of repeated customer reports the parties agree to perform root cause analysis and joint resolution.
- 11.4 NT&T will pay Time and Material charges when ALLTEL dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than ALLTEL or in detariffed CPE (Customer Provider Equipment) provided by ALLTEL, unless covered under a separate maintenance agreement.
- 11.5 If NT&T issues a trouble report allowing ALLTEL access to the end user's premises and ALLTEL personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that ALLTEL personnel are dispatched. Subsequently, if ALLTEL personnel are allowed access to the premises, the charges discussed herein will still apply.
- 11.6 Time and Material charges apply on a half-hour basis. If more than one technician is necessary in accordance with ALLTEL standard practices and is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of ALLTEL performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of ALLTEL performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of ALLTEL performed other than on a normally scheduled workday.
- 11.7 If NT&T requests or approves an ALLTEL technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, NT&T will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- 12.0 Performance of Network Elements
- 12.1 Access to Network Elements provided by ALLTEL to NT&T will meet applicable regulatory performance standards and be at least equal in quality and performance as that which ALLTEL

provides to itself. NT&T may request, and ALLTEL will provide, to the extent technically feasible, access to Network Elements that is lesser quality than ALLTEL provides to itself and such service will be requested pursuant to the Bona Fide Request process.

- 12.2 Nothing in this Attachment will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. NT&T will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of ALLTEL, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

13.0 Pricing

- 13.1 Exhibit A: UNE Price List is a schedule which reflects the prices at which ALLTEL agrees to furnish Unbundled Network Elements and associated ancillary items to NT&T. NT&T agrees to compensate ALLTEL for unbundled Network elements at the rates contained in this Exhibit.
- 13.2 For any rate element and/or charge contained in or referenced to in this Attachment that are not listed in the pricing, including Bona Fide Requests, ALLTEL and NT&T will negotiate prices.
- 13.3 ALLTEL will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts will be handled per Section 8 of the General Terms and Conditions.
- 13.4 ALLTEL will recover the costs of modifying its outside plant facilities for NT&T space requirements. These costs will be recovered via the Bona Fide Request process described herein.

13.5 Recurring Charges

- 13.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process might be longer.
- 13.5.2 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, ALLTEL will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, ALLTEL will round up to the next whole mile before determining the mileage and applying rates.

13.6 Non-Recurring Charges

- 13.6.1 NT&T will pay a non-recurring charge when NT&T adds or removes a signaling point code. This charge also applies to point code information provided by NT&T allowing other telecommunications providers to use NT&T's SS7 signaling network.
- 13.6.2 A service order processing charge (Service Order Charge) will be applied to each service order issued by ALLTEL to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.

- 13.6.3 NT&T will pay a non-recurring Coordinated Cut-over charge, when NT&T requests a coordinated cut-over for conversion activity not related to initial or termination of end user services.

Exhibit A: UNE Price List

| | Monthly Recurring / MOU Rate | Nonrecurring Charges | |
|------------------------------|---------------------------------|----------------------|------------|
| | | Initial | Additional |
| <u>UNE</u> | | | |
| 2W Analog Loops | \$24.96 | \$34.26 | \$34.26 |
| 4W Analog Loops | \$28.02 | \$34.26 | \$34.26 |
| 2W Digital Loops | \$0.00 | \$34.26 | \$34.26 |
| 4W Digital Loops | \$130.83 | \$34.26 | \$34.26 |
| DS1 Loops | \$205.54 | \$34.26 | \$34.26 |
| DS3 Digital Loops | \$1,272.69 | \$34.26 | \$34.26 |
| <u>UNE-P</u> | | | |
| 2W Switched | \$31.99 | * | * |
| 2W PL Analog | \$31.99 | * | * |
| 4W PL Analog | \$53.18 | * | * |
| 2W PL Digital | \$166.47 | * | * |
| 4W PL Digital | \$166.47 | * | * |
| 2W ISDN | \$165.61 | * | * |
| 4W ISDN | \$165.61 | * | * |
| DS1 | \$273.63 | * | * |
| DS3 | \$3414.52 | * | * |
| <u>NID</u> | | | |
| All Interfaces | \$1.60 | \$13.02 | \$13.02 |
| <u>Loop Port</u> | | | |
| 2W Analog Loops | \$1.39 | \$29.44 | \$29.44 |
| 4W Analog Loops | \$2.57 | \$29.44 | \$29.44 |
| 2W Digital Loops | \$0.00 | \$29.44 | \$29.44 |
| 4W Digital Loops | \$32.47 | \$29.44 | \$29.44 |
| DS1 Loops | \$49.16 | \$29.44 | \$29.44 |
| DS3 Digital Loops | \$361.65 | \$29.44 | \$29.44 |
| <u>Switching</u> | | | |
| End Office Switching | \$0.00242 | \$61.22 | \$61.22 |
| Tandem Switching | \$0.00333 | \$61.22 | \$61.22 |
| <u>Transport Facility</u> | | | |
| Common Transport | \$0.00066 | \$5.40 | \$5.40 |
| Dedicated Transport | \$56.29 | \$5.40 | \$5.40 |
| <u>Transport Termination</u> | | | |
| OC-48 | \$42,026.24 | \$29.44 | \$29.44 |
| OC-12 | \$21,408.24 | \$29.44 | \$29.44 |

* Each UNE-P's non-recurring charge is the total of the non-recurring charges for all of the applicable elements of the UNE-P.

| | | | |
|---------------------------------------|-------------|----------|----------|
| OC-03 | \$6,504.10 | \$29.44 | \$29.44 |
| DS-3 | \$3,786.30 | \$29.44 | \$29.44 |
| DS-1 | \$514.63 | \$29.44 | \$29.44 |
| DS-0 | \$339.97 | \$29.44 | \$29.44 |
| <u>Reciprocal Compensation</u> | | | |
| Transport & Termination | Bill & Keep | | |
| <u>Conditioning</u> | | | |
| BRI-ISDN 2 Wire | \$38.78 | \$129.46 | \$129.46 |
| BRI-ISDN 4 Wire | \$38.78 | \$129.46 | \$129.46 |
| DDS 2 Wire | \$42.04 | \$160.17 | \$160.17 |
| DDS 4 Wire | \$42.04 | \$160.17 | \$160.17 |
| PRI-ISDN / HDSL 2 Wire | \$79.18 | \$228.20 | \$228.20 |
| PRI-ISDN / HDSL 4 Wire | \$79.18 | \$228.20 | \$228.20 |
| PRI-ISDN / DS-1 2 Wire | \$53.12 | \$228.20 | \$228.20 |
| PRI-ISDN / DS-1 4 Wire | \$53.12 | \$228.20 | \$228.20 |
| <u>Service Order Charges</u> | | | |
| New Service | | \$26.46 | |
| Change | | \$26.46 | |
| Disconnection | | \$26.46 | |
| <u>Maintenance of Service Charges</u> | | | |
| Basic Time | | \$23.40 | |
| Overtime | | \$46.80 | |
| Premium Time | | \$70.20 | |
| <u>Time and Material Charges</u> | | | |
| Basic Time | | \$23.40 | |
| Overtime | | \$46.80 | |
| Premium Time | | \$70.20 | |

Attachment 7: Physical Collocation

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which ALLTEL will offer physical collocation to NT&T as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 NT&T shall be allowed to obtain dedicated space (the "Collocation Space") in ALLTEL's Wire Centers and to place equipment in such space to interconnect with ALLTEL's network.
 - 1.1.2 NT&T shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes ALLTEL providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 NT&T will disclose appropriate information about the equipment to be installed to allow ALLTEL to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When ALLTEL personnel are used, the related charges by ALLTEL shall be just, reasonable, and non-discriminatory.
- 1.7 If NT&T chooses to physically collocate in premises which was initially prepared for virtual collocation, NT&T may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case NT&T shall coordinate the construction and rearrangement with ALLTEL of its equipment and circuits for which NT&T shall pay ALLTEL at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Physical Collocation Pricing shall apply.
- 1.8 NT&T is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from ALLTEL.
- 1.9 NT&T's collocated space will be separated from other CLEC's collocated space and ALLTEL space through cages or non-caged space, constructed by ALLTEL or ALLTEL's contractors.
- 1.10 Once construction is complete for physical collocation and NT&T has accepted its physical collocation space, NT&T may order Cross-Connects.
- 1.11 If, at any time, ALLTEL reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of noncompliance to NT&T along with an identification of the problem and recommendations for its solution. NT&T will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into

compliance. If NT&T fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, ALLTEL may have the equipment removed or the condition reasonably corrected at NT&T's expense.

- 1.12 During installation if ALLTEL determines NT&T activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, ALLTEL has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of ALLTEL's employees, interfere with the performance of ALLTEL's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, ALLTEL may perform such work and/or take reasonable action as is necessary to correct the condition at NT&T's sole expense.
- 1.13 ALLTEL may refuse NT&T's requests for additional space if NT&T is in material breach of this Attachment, including having any past due charges hereunder.

2.0 Collocation Intervals

- 2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.

2.2 Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by ALLTEL from NT&T of a Bona Fide Request for Collocation and the associated Application Fee, ALLTEL will notify NT&T whether the sufficient floor space is available in the requested Wire Center to accommodate NT&T's request and provide floor plans necessary for use by an ALLTEL approved contractor.

2.3 Buildout Quote Preparation

Within thirty-five (35) business days of the receipt by ALLTEL from NT&T of a Bona Fide Request for Collocation and the associated Application Fee, ALLTEL will provide NT&T with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

2.4 Quote Acceptance

Within thirty (30) business days of the receipt by NT&T of the ALLTEL quotation, NT&T will accept or reject the ALLTEL proposed quotation. Acceptance shall require payment to ALLTEL of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the acceptance of the quotation by NT&T, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to NT&T for installation of its collocated equipment.

- 2.6 Delays in ALLTEL's receipt of equipment or material required for physical collocation that are beyond ALLTEL's control shall not leave ALLTEL liable for any claims of delay by NT&T.

- 2.7 ALLTEL shall notify NT&T that the Collocation Space is ready for occupancy. NT&T's operational telecommunications equipment must be placed and connected with ALLTEL's network within one hundred twenty (120) business days of such notice. If NT&T fails to place operational telecommunications equipment in the Collocation Space within one hundred twenty days business days and such failure continues for a period of - sixty days business days after receipt of written notice from ALLTEL, then and in that event NT&T's right to occupy the Collocation Space

terminates and ALLTEL shall have no further obligations to NT&T with respect to said Collocation Space. Termination of NT&T's rights to the Collocation Space pursuant to this Section shall not operate to release NT&T from its obligations to reimburse ALLTEL for all cost reasonably incurred by ALLTEL in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, NT&T's telecommunications equipment will be deemed operational when cross-connected to ALLTEL's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

- 3.1 NT&T may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ALLTEL.
- 3.2 At the termination of a Collocation Space license by lapse of time or otherwise:
- 3.2.1 NT&T shall surrender all keys, access cards and ALLTEL provided photo identification cards to the Collocation Space and the building to ALLTEL, and shall make known to ALLTEL the combination of all combination locks remaining on the Collocation Space.
- 3.2.2 NT&T, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that NT&T shall continue payment of monthly fees to ALLTEL until such date as NT&T has fully vacated the Collocation Space.
- 3.2.2.1 If NT&T fails to vacate the Collocation Space within thirty (30) days from the termination date, ALLTEL reserves the right to remove NT&T's equipment and other property of NT&T, with no liability for damage or injury to NT&T's property unless caused by the negligence or intentional misconduct of ALLTEL. All expenses shall be borne by NT&T.
- 3.2.3 NT&T shall return to ALLTEL the Collocation Space and all equipment and fixtures of ALLTEL in as good a condition and state of repair as when NT&T originally took possession, normal wear and tear or damage by fire or other casualty excepted. NT&T shall be responsible to ALLTEL for the cost of any repairs that shall be made necessary by the acts or omissions of NT&T or of its agents, employees, contractors, or business invitees. ALLTEL reserves the right to oversee NT&T's withdrawal from the Collocation Space, and NT&T agrees to comply with all directives of ALLTEL regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ALLTEL's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that NT&T shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put NT&T to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 3.2.4 Prior to any termination or within sixty (60) days thereafter, NT&T shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by NT&T, failing which ALLTEL may remove the same, and NT&T shall, upon demand, pay to ALLTEL the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ALLTEL.
- 3.2.5 All fixtures, installations, and personal property belonging to NT&T not removed from the Collocation Space upon termination of a Collocation Space license and not required by ALLTEL to have been removed as provided in this Attachment, shall be conclusively

presumed to have been abandoned by NT&T and title thereto shall pass to ALLTEL under this Attachment as if by bill of sale.

3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, NT&T shall indemnify ALLTEL against loss or liability resulting from delay by NT&T in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

3.3 Should NT&T default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the NT&T is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, ALLTEL may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel NT&T, remove NT&T property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies ALLTEL might have. ALLTEL may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by NT&T at any time thereafter.

4.0 Collocation Space

4.1 If ALLTEL determines it necessary for NT&T's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another ALLTEL Wire Center, NT&T is required to do so. NT&T shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of ALLTEL, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in ALLTEL's sole judgment. Otherwise ALLTEL shall be responsible for any such preparation and costs.

4.2 If NT&T requests the Collocation Space to be moved within the Building or to another ALLTEL Wire Center, ALLTEL shall permit NT&T to relocate the Collocation Space, subject to the availability of space and associated requirements. NT&T shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.

4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."

4.4 ALLTEL agrees, at NT&T's sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by ALLTEL in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After NT&T has made the initial payments required and the state regulatory approval is obtained for this attachment, ALLTEL agrees to pursue diligently the preparation of the Collocation Space for use by NT&T.

5.0 Entrance Facilities and Demarcation Point

5.1 NT&T will place its own entrance facilities for connection to the collocated equipment. ALLTEL will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. NT&T will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. NT&T will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to NT&T's equipment in the Collocation Space. NT&T must contact ALLTEL for instructions prior to placing the entrance facility cable in the manhole. NT&T is responsible for maintenance of the entrance facilities.

- 5.2 ALLTEL shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between NT&T's network and ALLTEL's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between ALLTEL and NT&T will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, NT&T shall only use the Collocation Space for purposes of locating equipment and facilities within ALLTEL's central offices to connect with ALLTEL services only. Consistent with the nature of the Building and the environment of the Collocation Space, NT&T shall not use the Collocation Space for office, retail, or sales purposes. NT&T shall place no signs or markings of any kind (except for a plaque or other identification affixed to NT&T's equipment and reasonably necessary to identify NT&T's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 NT&T is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by NT&T in the Collocation Space.
- 6.3 From time to time ALLTEL may require access to the Collocation Space. ALLTEL retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). ALLTEL will give reasonable notice to NT&T when access to the Collocation Space is required. NT&T may elect to be present whenever ALLTEL performs work in the Collocation Space. The Parties agree that NT&T will not bear any of the expense associated with this work.
- 6.4 NT&T Access to NT&T's Collocation Space

NT&T shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. At ALLTEL's expense a security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require NT&T to traverse restricted areas. All employees, agents and contractors of NT&T having access to the Collocation Space shall comply with ALLTEL's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by ALLTEL which contains a current photo, the individual's name and company name/logo. NT&T agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, NT&T shall surrender the Collocation Space to ALLTEL in the same condition as when first occupied by NT&T except for ordinary wear and tear.

Each Party shall exercise the highest degree of care to prevent harm or damage to the other Party, its employees, agents or customers, or the property. Each (Protecting) Party, its employees, agents or representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other (Protected) Party's property and services, including, but not limited to:

- 6.4.1 Furnishing to the Protected Party a current written list of the Protecting Party's employees and who are authorized to enter spaces which house or contain the Protected Party's equipment enclosures, with samples of the identifying credentials to be carried by such persons.
- 6.4.2 Allowing the Protected Party to inspect or observe spaces which house or contain its equipment or equipment enclosures at any time and to furnish the Protected Party with all keys, entry codes, lock combinations, entry identifications or other materials or information which may be needed to gain entry into any such secured space.

- 6.4.3 Limiting the keys used in keying systems for spaces which contain or house the Protected Party's equipment or equipment enclosures to authorized employees and other authorized representatives for the purpose of emergency access only. The Protected Party shall have the right to
- 6.4.4 Insure that the area which houses the Protected Party's equipment is adequately secured and monitored to prevent unauthorized entry.
- 6.5 NT&T must submit an application listing all of NT&T's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. NT&T warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by ALLTEL, would be a material breach of this Attachment. NT&T shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of ALLTEL.
- 6.6 In the event that subsequent to the execution of this Attachment NT&T desires to place in the Collocation Space any equipment or facilities not set forth on the application, NT&T shall furnish to ALLTEL a written list and description of the equipment or facilities. ALLTEL may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.
- 6.7 The foregoing imposes no obligation upon ALLTEL to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 6.8 NT&T shall indicate its intent to proceed with equipment installation in an ALLTEL Central Office by submitting a Bona Fide Firm Order; Exhibit B attached hereto, to ALLTEL. A Bona Fide Firm Order requires NT&T to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Bona Fide Firm Order must be received by ALLTEL no later than thirty (30) days after ALLTEL's response to NT&T's Application/Inquiry. Space preparation for the Collocation Space will not begin until ALLTEL receives the Bona Fide Firm Order and all applicable fees.
- 6.9 NT&T shall bear all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by ALLTEL may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. ALLTEL will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise NT&T of delays. NT&T agrees ALLTEL shall not be liable to NT&T for delays in providing possession of the Collocation Space for circumstance beyond its reasonable control.
- 6.10 Pursuant to the terms contained in this Attachment, ALLTEL shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
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- 6.11 NT&T equipment or operating practices representing a significant demonstrable technical threat to ALLTEL's network or facilities, including the building, is strictly prohibited.
- 6.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of ALLTEL or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13 ALLTEL will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. ALLTEL will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, ALLTEL will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. ALLTEL will not make the physical connection within the local service provider's collocation node. ALLTEL will not accept any liability for the cable or the connections and ALLTEL will not maintain any records concerning these connections.
- 6.14 Subject to this Attachment, NT&T may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by NT&T in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by NT&T at any time. NT&T shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall NT&T or any person purporting to be acting through or on behalf of NT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of ALLTEL. ALLTEL shall consider a modification, improvement, addition, repair, or other alteration requested by NT&T, provided that ALLTEL shall have the right to reject or modify any such request. NT&T shall pay the cost of any such construction in accordance with ALLTEL's then-standard custom work order process.

7.0 Standards

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of NT&T as of the Effective Date of this Attachment and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of NT&T concurrence. NT&T shall strictly observe and abide by each.

7.2 NT&T warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. NT&T also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.

7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of NT&T

8.1 NT&T is responsible for providing to ALLTEL personnel a contact number for NT&T technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

8.2 NT&T is responsible for providing trouble report status when requested by ALLTEL.

8.3 Regeneration of either DS1 or DS3 signal levels must be provided by NT&T, or ALLTEL under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. NT&T must provide any regeneration caused by cross-office extension.

8.4 A vendor who has been approved as an ALLTEL certified vendor to perform all engineering and installation work must install all equipment. ALLTEL shall provide NT&T with a list of certified vendors upon request. The certified vendor shall be responsible for installing NT&T's equipment and components, extending power cabling to the ALLTEL power distribution frame, performing operational tests after installation is complete and notifying ALLTEL's engineers and NT&T upon successful completion of installation. The certified vendor shall bill NT&T directly for all work performed for NT&T pursuant to this Attachment and ALLTEL shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of NT&T. NT&T will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:

8.4.1 Entrance Facilities;

8.4.2 NT&T Equipment;

8.4.3 Required Point of Termination Cross Connects;

8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;

8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

ALLTEL NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

8.5 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade the network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

8.6 NT&T is responsible for coordinating with ALLTEL to ensure that services are installed in accordance with the service request.

8.7 Each Party is responsible for testing, to identify and clear a trouble when the trouble has been isolated to its facilities or piece of equipment..

9.0 Assignment

9.1 NT&T shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of ALLTEL. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of ALLTEL. NT&T shall not permit any third party to jointly occupy the Collocation Space. NT&T acknowledges that this Attachment does not convey any right, title or interest in the Central Office to NT&T.

10.0 Casualty Loss

10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, ALLTEL shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, ALLTEL has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while NT&T was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or ALLTEL opts not to rebuild, then this Attachment shall (upon notice to NT&T within thirty (30) days following such occurrence) terminate as of the date of such damage.

10.2 Any obligation on the part of ALLTEL to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for NT&T and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by NT&T or by ALLTEL to the Collocation Space at the request of NT&T; or any fixture or other equipment installed in the Collocation Space by NT&T or by ALLTEL on request of NT&T.

10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in ALLTEL's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, ALLTEL, at its option, may terminate this Attachment by giving NT&T ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.

11.2 NT&T acknowledges and understands that ALLTEL may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of NT&T; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging NT&T equipment and facilities. In addition to any other applicable limitation, ALLTEL shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or ALLTEL, and regardless of whether any claimed ALLTEL liability arises in tort or in contract. NT&T shall save and hold ALLTEL harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of NT&T.

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 ALLTEL, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. NT&T shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable ALLTEL tariffs.
- 12.2 ALLTEL will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for NT&T equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, ALLTEL shall provide smoke/fire detection and any other building code requirements.
- 12.3 ALLTEL shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by NT&T to access the Collocation Space.
- 12.4 ALLTEL agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.
- 12.5 ALLTEL will not provide NT&T with guaranteed parking. NT&T is required to park in public parking.
- 12.6 Where available without a security escort, ALLTEL shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for NT&T personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, NT&T shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

- 13.1 NT&T and all persons acting through or on behalf of NT&T shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

- 14.1 NT&T shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following.

14.2 Application Fee

NT&T shall submit to ALLTEL an Application fee to cover the work involved in developing a quotation for NT&T for the total costs involved in its collocation request for one (1) Wire Center. NT&T must pay the Application Fee to ALLTEL prior to ALLTEL beginning any collocation work for NT&T. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

ALLTEL requires the submission of an Subsequent Application Fee for facility layout additions or modifications requiring physical equipment arrangements.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for NT&T if NT&T and ALLTEL jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, NT&T shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which ALLTEL releases the Collocation Space for occupancy or on the date NT&T first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to NT&T's collocated space. Power feeds are provided in twenty (20) ampere increments. A separate ground cable for the NT&T collocated space will also be provided.

15.0 Insurance

15.1 NT&T shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and NT&T's insurance company's rating need not be higher than what ALLTEL requires of its own underwriters. So long as NT&T has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and

- property damage, with a policy aggregate of one million dollars (\$1,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.
- 15.2.2 Umbrella/excess liability coverage in an amount of ten million dollars (\$10,000,000.00) excess of coverage specified in § 15.2.1 proceeding.
- 15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 15.2.3 NT&T may elect to purchase business interruption and contingent business interruption insurance, having been advised that ALLTEL assumes no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.4 All risk property coverage on a full replacement cost basis insuring all of NT&T's personal property situated on or within ALLTEL location(s). NT&T may also elect to purchase business interruption or contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.5 NT&T may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 15.3 The limits set forth in § 15.2 above may be increased by ALLTEL from time to time during the term of the Attachment upon thirty (30) days notice to NT&T to at least such minimum limits as shall then be customary with respect to comparable occupancy of ALLTEL structures.
- 15.4 All policies purchased by NT&T shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ALLTEL.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to ALLTEL's Central Office and shall remain in effect for the term of this Attachment or until all NT&T property has been removed from ALLTEL's Central Office, whichever period is longer. If NT&T fails to maintain required coverage, ALLTEL may pay the premiums thereon and seek reimbursement of it from NT&T.
- 15.6 NT&T releases ALLTEL from and waives any and all right of recovery, claim, action or cause of action against ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to NT&T or located on or in the space at the instance of NT&T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on NT&T fixtures and other personal property shall contain a waiver of subrogation against ALLTEL, and any rights of NT&T against ALLTEL for damage to NT&T fixtures or personal property are hereby waived. NT&T may also elect to purchase business interruption and contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 NT&T shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. NT&T shall

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL NEBRASKA, INC.

&

NEBRASKA TECHNOLOGY AND TELECOMMUNICATIONS, INC.

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Interconnection Agreement

Between

ALLTEL Nebraska, Inc.

&

Nebraska Technology and Telecommunications

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AGREEMENT

This Agreement ("Agreement") is between, Nebraska Technology and Telecommunications, Inc. ("NT&T") a Nebraska corporation, and ALLTEL Nebraska, Inc. ("ALLTEL") a Nebraska corporation (collectively the "Parties").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of Nebraska.

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

1.0 Introduction

- 1.1 This Agreement, in accordance with §252 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to NT&T. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which NT&T will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the Nebraska Public Service Commission.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission (FCC or Nebraska Public Service Commission) rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) year from the Effective Date of this Agreement, and thereafter, unless terminated or modified pursuant to the terms and conditions of this Agreement, this Agreement shall continue in force and effect unless and until terminated or modified as provided herein.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall delineate the items desired to be negotiated in a written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party in writing of additional items desired to be negotiated, if any. Not later than 45 days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §4.4 or has been terminated for any reason not prohibited by law pursuant to §4.3, the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the parties and, to the extent necessary, approved by the Nebraska Public Service Commission.
- 4.3 After completion of the initial two (2) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 In the event of Default, as defined in this §4.4, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
- 4.4.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
 - 4.4.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
 - 4.4.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.
- 4.5 Upon expiration or termination of this Agreement, except in the case of termination for Default under §4.4 or termination for any reason not prohibited by law under § 4.3 above, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, modification or renewal, so long as negotiations are continuing in good-faith and then until resolution pursuant to this Section and the Act. If the Parties are actually in arbitration or mediation before the Nebraska Public Service Commission, commercial arbitrator or FCC prior to such expiration or termination of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission, commercial arbitrator or FCC resolving the issues set forth in such arbitration or mediation request.

- 4.6 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Nebraska Public Service Commission of ("PUC") for mediation or arbitration. Should the NPSC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it

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

- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,

WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.
- 7.3.3 Neither party makes any warranties, express or implied, concerning NT&T's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with NT&T's interconnection with ALLTEL's network use or receipt of ALLTEL services.
- 7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend,

adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

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

8.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.

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

8.3 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid dispute, whether billing or contractual in nature, must in writing specifically document the total dollar amount of the dispute and provide a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 Billing Disputes

A Party must submit reasonable and valid billing disputes to the other Party within twelve (12) months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

- 9.1.1.1 incorrect rate applied;
- 9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);
- 9.1.1.3 service did/does not exist;
- 9.1.1.4 invalid factors;
- 9.1.1.5 incorrect customer being billed;
- 9.1.1.6 invalid purchase order number (PON);
- 9.1.1.7 untimely billing.

9.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement.

9.1.3 All Other Disputes

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

9.2 Alternative to Litigation

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without resorting to litigation. Accordingly, except for actions seeking a temporary restraining order, an injunction, or similar relief from the NPSC, FCC or Court of Competent Jurisdiction related to the purposes of this Agreement, action, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 Informal Resolution of Disputes

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

resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 Formal Dispute Resolution

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may 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 shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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.
- 9.4.3 Each Party shall bear its own costs of these procedures unless the Nebraska PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 Conflicts

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

10.0 Reserved For Future Use

11.0 Notices

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

If to NT&T:
Dale Musfeldt
Chief Executive Officer
NT&T
809 N. 96th St. Ste 210
Omaha, NE 68114

Copy to: Mark Fahleson
Rembolt Ludtke & Berger LLP
1201 Lincoln Mall, Ste 102
Lincoln, NE 68508

If to ALLTEL:

Staff Manager - Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay

franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.

- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Interconnection Services
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

To NT&T:

Gwen Sullivan
Accounting Manager
NT&T
809 N. 96th St. Ste 210

Omaha, NE 68114

Copy to:

Mark Fahleson
Rembolt Ludtke & Berger
Attorneys At Law
1201 Lincoln Mall Ste 102
Lincoln, NE 68508

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

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

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that

they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 24 Hour Network Management Contact:

For ALLTEL:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For NT&T:

Contact Number: 877-537-4403

Facsimile Number: 877-537-4398

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

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

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

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

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

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.
- 17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide NT&T with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon NT&T providing ALLTEL a signed Letter of Agency (LOA), based on NT&T's representation that subscriber has authorized NT&T to obtain such CPNI.
- 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.
- 17.4.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change Local Service Providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.
- 17.4.3 CPNI requests will be processed in accordance with the following:
- 17.4.3.1 For customers with 1-25 lines: two (2) business days.
- 17.4.3.2 For customers with 26+ lines: three (3) business days.
- 17.4.4 If the Parties do not agree that NT&T requested CPNI for a specific end user, or that ALLTEL has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

18.0 Amendments or Waivers

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; and, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or

arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

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

21.0 Consent

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

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

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

25.0 Conflict of Interest

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

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

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

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 Upon execution of this Agreement, it shall be filed with the NPSC pursuant to the requirements of §252 of the Act. If the NPSC imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, NT&T shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall be borne by NT&T.

29.0 Trademarks and Trade Names

- 29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.
- 29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

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

32.0 Verification Reviews

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 32.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily

from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.

- 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.
- 32.8 Information obtained or received by either Party in conducting the audit described in §32.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

33.0 Complete Terms

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

34.0 Cooperation on Preventing End User Fraud

- 34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35.0 Notice of Network Changes

- 35.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the

other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

36.0 Reserved for Future Use

37.0 Responsibility of Each Party

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38.0 Reserved for Future Use

39.0 Governmental Compliance

39.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

40.0 Responsibility for Environmental Contamination

40.1 NT&T will in no event be liable to ALLTEL for any costs whatsoever resulting from the presence or release of any Environmental Hazard that NT&T did not introduce to the affected work location. ALLTEL will indemnify, defend (at NT&T's request) and hold harmless NT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ALLTEL, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which ALLTEL is responsible under applicable law.

40.2 ALLTEL will in no event be liable to NT&T for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ALLTEL did not introduce to the affected work location. NT&T will indemnify, defend (at ALLTEL's request) and hold harmless ALLTEL, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of

or result from i) any Environmental Hazard that NT&T, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which NT&T is responsible under applicable law.

41.0 Subcontracting

41.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 Referenced Documents

42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

44.0 Survival of Obligations

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Nebraska, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in Lincoln, Nebraska.

46.0 Other Obligations of NT&T

46.1 For the purposes of establishing service and providing efficient and consolidated billing to NT&T, NT&T is required to provide ALLTEL its authorized and nationally recognized Operating Company Number (OCN).

47.0 Customer Inquiries

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

47.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

48.0 Disclaimer of Warranties

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

49.0 Reserved for Future Use

50.0 Reserved for Future Use

51.0 Reserved for Future Use

52.0 Reserved for Future Use

53.0 Reserved for Future Use

54.0 Definitions and Acronyms

54.1 Definitions

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

54.2 Acronyms

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

55.0 Reserved For Future Use

56.0 Reserved For Future Use

57.0 Reserved For Future Use

58.0 Certification Requirements

58.1 Each Party warrants that it has obtained and will maintain all necessary jurisdictional certification(s) required in Nebraska to perform its obligations under this Agreement. Upon request each Party shall provide proof of certification to the other Party.

59.0 Other Requirements and Attachments

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

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

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

ATTACHMENTS

| | |
|----------------|--------------------------------------|
| Attachment 1: | Reserved For Future Use |
| Attachment 2: | Resale |
| Attachment 3: | Reserved For Future Use |
| Attachment 4: | Network Interconnection Architecture |
| Attachment 5: | Reserved For Future Use |
| Attachment 6: | Unbundled Network Elements |
| Attachment 7: | Physical Collocation |
| Attachment 8: | Virtual Collocation |
| Attachment 9: | Directories |
| Attachment 10: | Reserved For Future Use |
| Attachment 11: | Reserved For Future Use |
| Attachment 12: | Compensation |
| Attachment 13: | Numbering |
| Attachment 14: | Number Portability |
| Attachment 15: | Reserved For Future Use |
| Attachment 16: | Reserved For Future Use |
| Attachment 17: | Reserved For Future Use |

Attachment 18: Performance Measures
Attachment 19: Bona Fide Request (BFR) Process
Attachment 20: Definitions
Attachment 21: Acronyms

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

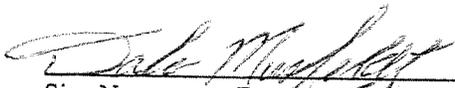
IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

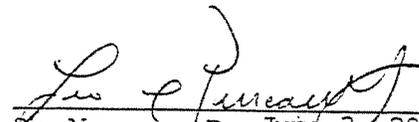
Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Dale Musfeldt
Date: July 15, 2003


Sign Name: Leo J. Perreault
Date: June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 1

RESERVED FOR FUTURE USE

Attachment 2: Resale

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

1.0 General Provisions

- 1.1 Resale Services will be made available to NT&T by ALLTEL on behalf of ALLTEL's affiliated local exchange carriers as identified in Attachment 1: ALLTEL Local Exchange Carriers.
 - 1.2 The applicable rules, regulations and rates in the ALLTEL Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
 - 1.3 NT&T will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from NT&T for all services purchased pursuant to this Agreement.
 - 1.4 NT&T will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
 - 1.5 NT&T may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
 - 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, NT&T shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
 - 1.7 NT&T shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
 - 1.8 NT&T shall not use a resold service to avoid the terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
 - 1.9 If ALLTEL at its sole discretion provides non-regulated services to NT&T for resale, said services shall be resold to NT&T according to terms and conditions established by ALLTEL.
 - 1.10 NT&T shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
 - 1.11 Subject to the availability of facilities, ALLTEL shall provide Resale Services to NT&T pursuant to this Agreement.
 - 1.12 NT&T has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business, provided that such decisions are nondiscriminatory in nature.
 - 1.13 Service is furnished to NT&T on the condition that it will not be used for any unlawful purpose.
 - 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.
-

- 1.15 ALLTEL can refuse service when it has grounds to believe that service will be used in violation of the law.
- 1.16 ALLTEL accepts no responsibility for any unlawful act committed by NT&T or its end users as part of providing service to NT&T for purposes of resale or otherwise.
- 1.17 ALLTEL is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of NT&T or its end users. Law enforcement agency subpoenas and court orders regarding the end users of NT&T will be directed to NT&T. ALLTEL shall be entitled to bill NT&T for any cost associated with complying with any requests by law enforcement agencies regarding NT&T or NT&T's end users.
- 1.18 Directory Services shall be provided as set forth in Attachment 9 - Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by ALLTEL with respect to NT&T end-user accounts will be returned to the IXC as unbillable, and will not be passed on to NT&T for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by ALLTEL.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to ALLTEL by NT&T in accordance with the practices and procedures established by ALLTEL.
- 1.21 Except as otherwise provided in this Agreement, if either Party notifies the other in writing of a violation of a provision of this Agreement, the defaulting Party shall have thirty (30) days from notice to correct the violation and notify the other in writing that the violation has been corrected.
- 1.22 ALLTEL shall continue to have the right to serve and market directly to any end user within ALLTEL's service area, including but not limited to NT&T's end users. ALLTEL shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with NT&T's end users.
- 1.23 NT&T shall not interfere with the right of any person or entity to obtain service directly from ALLTEL.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than ALLTEL and use, operation, maintenance or installation thereof shall not:
 - 1.24.1 interfere with or impair service over any facilities of ALLTEL, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.24.2 cause damage to plant;
 - 1.24.3 impair the privacy of any communications; or
 - 1.24.4 create hazards to any employees or the public.
- 1.25 NT&T assumes the responsibility of notifying ALLTEL regarding any less than standard operations with respect to services provided by NT&T.
- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to NT&T shall remain the property of ALLTEL.

- 1.27 ALLTEL will provide customer record information to NT&T in accordance with Section 17 of the General Terms and Conditions. ALLTEL may provide customer record information to NT&T via US mail or fax.
- 1.28 All costs incurred by ALLTEL for providing services authorized by NT&T that are not covered in the ALLTEL tariffs shall be recovered from NT&T for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
- 1.30 The rates applicable to NT&T for purchase of services from ALLTEL for resale shall be discounted at a rate of 16% from the applicable tariff rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff.

2.0 General Obligations

- 2.1 NT&T shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR or via electronic transmission if available.
- 2.2 ALLTEL shall implement NT&T service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept NT&T trouble reports with respect to NT&T end users services 24 hours a day, 7 days a week. NT&T will be assigned a customer contact center when initial service agreements are made. NT&T end users calling ALLTEL will be referred to NT&T at the number provided by NT&T.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will re-establish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, NT&T shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the NT&T or the end user made the change. NT&T shall pay for PIC changes at the tariffed rate.
- 2.6 NT&T shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.
- 2.7 NT&T is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at NT&T location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.
- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by NT&T. All applicable rates and charges for such services will be billed to and shall be the responsibility of NT&T, with the exception of other retail services provided directly to the end user by ALLTEL as described in paragraph 2.8 above.

- 2.9 If NT&T does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, NT&T must order blocking services as outlined in the ALLTEL Local Exchange Tariff and pay any applicable charges.
- 2.10 NT&T shall be responsible for providing to its end users, and to ALLTEL a telephone number or numbers that NT&T end users can use to contact NT&T in the event of service or repair requests. In the event that NT&T end users contact ALLTEL with regard to such requests, ALLTEL shall provide the end user NT&T's contact number and inform the end user to contact NT&T.

3.0 Establishment of Service

- 3.1 NT&T will provide the Nebraska Certification to ALLTEL with the necessary documentation to enable ALLTEL to establish a master account for NT&T. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, ALLTEL will begin taking orders from NT&T for Resale Services.
- 3.2 Service orders will be in the format designated by ALLTEL.
- 3.3 When ALLTEL receives notification from NT&T that a current ALLTEL customer will be subscribing to NT&T's services, standard service order intervals for the appropriate class of service will apply.
- 3.4 Except as required by applicable laws or rules, ALLTEL will not require end user confirmation prior to establishing service for NT&T's end user customers. NT&T must, however, be able to demonstrate end user authorization upon request.
- 3.5 NT&T will be the single point of contact with ALLTEL for all subsequent ordering activity resulting in additions or changes to Resale Services, except that ALLTEL will accept a request directly from the end user for conversion of the end user's service from NT&T to ALLTEL, or will accept a request from another local service provider for conversion of the end user's service from NT&T to the other local service provider.
- 3.6 ALLTEL will provide NT&T at their request per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that ALLTEL provides such blocking capabilities to its customers and to the extent required by law.
- 3.7 When ordering Resale Services via a service order, NT&T may where available, order from ALLTEL separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. ALLTEL will accept PIC change orders for IntraLATA toll and long distance services through the ALLTEL service provisioning process.
- 3.8 ALLTEL will provide order format specifications to NT&T with respect to all services, features, and functions available and with respect to ancillary data required by ALLTEL to provision these services.
- 3.9 ALLTEL, at its discretion may require NT&T to provide ALLTEL a security deposit, not to exceed two (2) months estimated total usage, to ensure payment of NT&T's account.
- 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during

the continuance of the service as security for the payment of any and all amounts accruing for the service.

- 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 3.9.3 The fact that a security deposit has been provided in no way relieves NT&T from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 3.9.5 In the event that NT&T is in breach of this Agreement, service to NT&T may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to NT&T during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to NT&T by the accrual date. After eighteen (18) months of prompt payment the security deposit will no longer be required.

4.0 Maintenance of Services

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from NT&T will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 NT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.
- 4.4 The Parties shall promptly notify the other party of any situations that arise that may result in a service problem.
- 4.5 NT&T will be ALLTEL's single point of contact for all repair calls on behalf of NT&T's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from NT&T customers will be given a recording (or live statement) directing them to call the number designated by NT&T. NT&T on a reciprocal basis will refer all misdirected repair calls that NT&T receives for ALLTEL customers to ALLTEL.
- 4.6 NT&T will contact the appropriate ALLTEL repair center in accordance with procedures established by ALLTEL. NT&T will refer repair calls to ALLTEL by telephone. ALLTEL will answer its telephone and begin taking information from NT&T at the same level of service as provided to ALLTEL's customers.

- 4.7 For all repair requests, NT&T shall adhere to ALLTEL's prescreening guidelines prior to referring the trouble to ALLTEL.
- 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
- 4.9 ALLTEL will bill NT&T for handling troubles that are found not to be in ALLTEL's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what ALLTEL charges to its retail customers for the same services.
- 4.10 ALLTEL will provide NT&T with written escalation procedures for maintenance resolution to be followed if, in NT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of ALLTEL management personnel who are responsible for maintenance issues.
- 4.11 ALLTEL Maintenance of Service Charges, when applicable, will be billed by ALLTEL to NT&T, and not to NT&T's end-user customers.
- 4.12 Dispatching of ALLTEL technicians to NT&T Customer premises shall be accomplished by ALLTEL pursuant to a request received from NT&T.
- 4.13 When an ALLTEL employee visits the premises of a NT&T local customer, the ALLTEL employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that ALLTEL was on their premises acting on behalf of "their local service provider".
- 4.14 If trouble cannot be cleared without access to NT&T local customer's premises and the customer is not at home, the ALLTEL technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
- 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by NT&T in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of NT&T, ALLTEL will disconnect a NT&T end user customer.
- 5.1.2 All requests by NT&T for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.
- 5.1.3 NT&T will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of NT&T.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise NT&T when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by

NT&T against any claim, loss or damage arising from providing this information to NT&T. It is the responsibility of NT&T to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 NT&T Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by NT&T of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of NT&T to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to NT&T, 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 (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and NT&T's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.
- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, NT&T's account shall be considered in default, and will be subject to denial or disconnection, or both.
- 5.2.5 If NT&T fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to NT&T's designated representative discontinue the provision of existing services to NT&T at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and NT&T's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to NT&T without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect NT&T. ALLTEL reserves the right to advise NT&T's end users of NT&T's default after the date given in the notification for disconnection.
- 5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from NT&T until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to NT&T after disconnect for nonpayment has occurred.

6.0 Billing and Payments

- 6.1 Pursuant to this Agreement, ALLTEL shall bill NT&T those charges which NT&T incurs as a result of NT&T purchasing Resale Services from ALLTEL.

- 6.2 ALLTEL shall provide NT&T a monthly bill including all charges incurred by and credits and/or adjustments due to NT&T for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to NT&T will include:
- 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to NT&T.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 6.6 ALLTEL will render bills each month on established bill days for each of NT&T's accounts.
- 6.7 If NT&T requests an additional copy(ies) of a bill, NT&T will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges, assessed to NT&T under this agreement, will be the responsibility of NT&T. NT&T shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by NT&T from NT&T's customer. ALLTEL will not become involved in billing disputes that arise between NT&T and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due 20 days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 Customer Usage Data

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to NT&T when the end user has been transferred to NT&T, and NT&T purchases Resale Services from ALLTEL.
- 7.2 ALLTEL will provide usage data for NT&T customers using ALLTEL provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 7.2.1 All record types that are currently processed for ALLTEL customers.

- 7.2.2 Use of CLASS/ Custom Features;
- 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
- 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to NT&T only for NT&T Customers. ALLTEL will not submit other carriers' local usage data as part of the NT&T Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.
- 7.6 ALLTEL will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 7.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 7.8 ALLTEL will transmit formatted Usage Data to NT&T via CONNECT: Direct or as otherwise agreed to by the Parties. NT&T is responsible for the connection.
- 7.9 NT&T and ALLTEL will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data
- 7.10 ALLTEL will provide Usage Data to NT&T-daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with 30 days written notice.
- 7.11 ALLTEL will establish a single point of contact to respond to NT&T call usage, data error, and record transmission inquiries.
- 7.12 ALLTEL will bill and NT&T will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

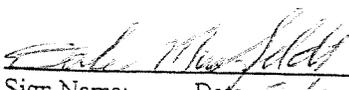
IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

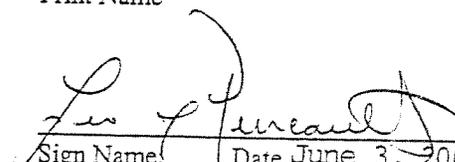
Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Date July 15, 2003


Sign Name: Date June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 3

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ATTACHMENT 4:
NETWORK INTERCONNECTION ARCHITECTURE

1.0 **Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the IP. Neither Party will bill the other for transmission and routing for facilities on its side of the IP.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Appendix A to this Attachment identifies the interconnection method and IP for the exchange of traffic pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will identify the IP.
- 1.4 This Attachment and Appendix A are based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to NT&T.

2.0 **Interconnection Methods**

There are two methods of interconnection available; direct interconnection and indirect interconnection.

- 2.1 Direct interconnection provides for network interconnection between the Parties through, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.
 - 2.1.1 If NT&T's end office or wire center is within ALLTEL's local exchange boundary where direct interconnection is requested, either Party may lease from the other Party facilities between ALLTEL's end office or wire center location and NT&T end office or wire center location, subject to availability. Unless the Parties mutually agree in writing to different locations, ALLTEL's IP will be located at NT&T end office or wire center location and NT&T's IP will be located at the ALLTEL end office or wire center location. Lease arrangements will be governed by the applicable ALLTEL interstate, intrastate or local, special access or private line tariffs under which NT&T orders service.
 - 2.1.2 Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the ALLTEL and NT&T end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet). Should the parties interconnect via jointly provisioned facilities, the Parties will mutually agree to an IP provided, however, that the IP will be within ALLTEL's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement.

- 2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")
- GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
- GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
- GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5
- GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")
- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,

- 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic and IntraLATA Toll Traffic

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:
 - 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA toll traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.
 - 4.1.1.2 Separate trunks will be utilized for connecting NT&T's switch to each 911/E911 tandem, if ALLTEL becomes an E911 provider during the term of this Agreement.
 - 4.1.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 Trunking

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS1/STS, DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

5.0 Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 Forecasting/Service Responsibilities

6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.

6.2 ALLTEL shall be responsible for forecasting and servicing the trunk groups terminating to NT&T. NT&T shall be responsible for forecasting and servicing the trunk groups terminating to ALLTEL end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.

6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their 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.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an NT&T end office and ALLTEL access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). ALLTEL will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 200_.

Nebraska Technology and Telecommunications, Inc.

ALLTEL Nebraska, Inc.

Dale Musfeldt
Print Name

Leo J. Perreault
Print Name


Sign Name: Date July 15, 2003


Sign Name: Date June 3, 2003

Chief Executive Officer
Position/Title
Nebraska Technology and Telecommunications, Inc.

V.P. Wholesale Marketing Market Area President
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 5

RESERVED FOR FUTURE USE

Attachment 6:Unbundled Network Elements (UNEs)1.0 Introduction

- 1.1 ALLTEL shall, upon request of NT&T, and to the extent technically feasible, provide to NT&T access to its unbundled network elements for the provision of NT&T's telecommunications services.
- 1.2 ALLTEL will provide NT&T nondiscriminatory access to unbundled network elements in a manner that allows NT&T to provide any telecommunications service that may be offered by means of that element.
- 1.3 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.
- 1.4 ALLTEL retains duty to maintain, repair, or replace the element.
- 1.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 1.6 Network elements provided to NT&T under the provisions of this Attachment will remain the property of ALLTEL.

2.0 Unbundled Loops

- 2.1 The loop is a transmission path on which a subscriber's traffic is carried from the Main Distribution Frame or similar terminating device in an ALLTEL central office or similar environment up to the demarcation point at the Network Interface Device (NID) at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to transmission equipment in co-located space.
- 2.3 ALLTEL will provide, subject to facility availability and technical feasibility, the following at the rates, terms, and conditions outlined in § 9.0 and Exhibit A: UNE Price List.
 - 2.3.1 2-Wire and 4-Wire analog, these UNE's may be ordered as non-bridged and /or non-loaded facilities at NT&T's expense;
 - 2.3.1.1 DS1
- 2.4 NT&T will be responsible for testing and isolating network failures. Once NT&T has isolated a trouble to the ALLTEL provided loop, NT&T will issue a trouble report to ALLTEL on the loop. ALLTEL will take the actions necessary to repair the loop if a trouble actually exists.
- 2.5 If NT&T reports a trouble on a loop and no trouble actually exists, ALLTEL will charge NT&T for any dispatching and testing, (both inside and outside the central office) required by ALLTEL in order to confirm the loop's working status. In cases of repeated customer reports the parties agree to perform root cause analysis and joint resolution.
- 2.6 Where ALLTEL uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and ALLTEL has an alternate facility available, ALLTEL will make alternative arrangements to permit NT&T to order a contiguous unbundled local loop. To the extent it is technically feasible,

these arrangements will provide NT&T with the capability to serve end users at the same level ALLTEL provides its customers. If no alternate facility is available, ALLTEL will determine the additional costs required for provisioning the loop facilities. NT&T will then have the option of paying the one-time charge to place the loop facilities or NT&T may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

- 2.7 In addition to any liability provisions in this agreement, ALLTEL does not guarantee or make any warranty with respect to unbundled local loops when used in an explosive atmosphere. NT&T will indemnify, defend and hold ALLTEL harmless from any and all claims by any person relating to NT&T's or NT&T end user's use of unbundled loops in an explosive atmosphere.
- 2.8 ALLTEL agrees that upon receiving an LSR from NT&T for any customer of ALLTEL who wishes to disconnect its service and receive NT&T's service, the cut-over shall be completed within the intervals set forth in Attachment 18: Performance Measures. NT&T may request a coordinated cut-over between the Parties to avoid breaks in service to the customer. Such coordinated cut-over shall be subject to the prices set forth in Exhibit A: UNE Price List and the intervals set forth in Attachment 18: Performance Measures.

3.0 **Network Interface Device (NID)**

- 3.1 The NID is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections.
- 3.2 NT&T may provide its own NID and may interface to the customer's premises wiring through connections in the customer chamber of the ALLTEL NID. This connection will be in adherence with the FCC rules regarding NID to NID arrangements.
- 3.3 With respect to multiple dwelling units or multiple-unit business premises, where NT&T provides its own loop NT&T will provide its own NID and will connect directly with the customer's inside wire. NT&T will not require any connection to the ALLTEL NID, unless such premises are served by "single subscriber" type NIDs.
- 3.4 The ALLTEL NIDs that NT&T uses under this Attachment will be those installed by ALLTEL to serve its customers.
- 3.5 The NID shall be physically accessible to NT&T designated personnel. In cases where entrance to the customer premises is required to give access to the NID, NT&T shall obtain entrance permission directly from the customer.
- 3.6 NT&T will not attach to or disconnect ALLTEL's ground. NT&T will not cut or disconnect ALLTEL's loop from its protector. NT&T will not cut any other leads in the NID. NT&T will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. NT&T will tighten all screws or lugs loosened by NT&T in the NID's enclosure and replace all protective covers.
- 3.7 Any repairs, upgrades, and/or rearrangements authorized by NT&T will be performed by ALLTEL based on time and material charges.

4.0 Cross-Connects

4.1 The local loop cross connect is the media between the ALLTEL distribution frame and an NT&T designated collocation. The applicable cross connects are as follows:

4.1.1 2-Wire;

4.1.2 4-Wire;

4.1.3 DS1; and/or

4.1.4 DS0

5.0 Unbundled Network Element Platform

5.1 Unbundled Network Element Platform ("UNE-P") is a combination of Unbundled Network Elements, including Unbundled Loop, Unbundled Local Switching, and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

5.2 **Terms and Conditions for All Types of UNE-P:**

5.2.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of NT&T's customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access NT&T's Operator Services platform, capability to access NT&T's Directory Assistance platform and ALLTEL customized routing service. ALLTEL does not directly provide Operator Services or Directory Assistance Service. NT&T shall be solely responsible for its own access to Operator Services and Directory Assistance Service.

5.2.2 NT&T shall order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. NT&T shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that section of this Agreement.

5.2.3 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE-P Combination Section. The existing routing tables resident in the switch will direct both ALLTEL and NT&T traffic over ALLTEL's interoffice message trunk network.

5.2.4 NT&T shall provide its own directory assistance services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. NT&T may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

5.2.5 ALLTEL shall provide to NT&T, for NT&T's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). ALLTEL shall not be responsible for any failure of NT&T to provide accurate end user customer information for listings in any databases in which ALLTEL is required to retain and/or maintain end user customer information. ALLTEL shall provide NT&T's end user customer information to the ALI/DMS (Automatic Location Identification/Database Management System). ALLTEL shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers; NT&T's end user customer service information in the ALI/DMS used to support E911/911 services. ALLTEL assumes no

liability for the accuracy of information provided by NT&T.

- 5.2.6 NT&T shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for InterLATA and IntraLATA services. NT&T shall follow all applicable laws, rules and regulations with respect to PIC changes and ALLTEL shall disclaim any liability for NT&T's improper PIC change requests.
- 5.2.7 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by NT&T.
- 5.2.8 When end user customers switch from ALLTEL to NT&T, or to NT&T from any other competitor and is obtaining service through a UNE-P, such end user customers shall be permitted to retain their current telephone numbers if they so desire.
- 5.2.9 In the event ALLTEL terminates the provisioning of any UNE-P Combination service to NT&T for any reason, NT&T shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall ALLTEL be responsible for providing such notice to NT&T's end user customers. ALLTEL shall only be required to notify NT&T of ALLTEL's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 5.2.10 NT&T, or NT&T's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. NT&T shall inform its end user customers that they are end user customers of NT&T. NT&T's end user customers contacting ALLTEL will be instructed to contact NT&T, and ALLTEL's end user customers contacting NT&T will be instructed to contact ALLTEL. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit ALLTEL or NT&T from discussing its products and services with NT&T's or ALLTEL's end user customers who call the other Party.

6.0 UNE-P Combinations

6.1 General Provisions

- 6.1.1 ALLTEL shall provide NT&T with non-discriminatory access to UNE-P according to the following terms and conditions.
- 6.1.2 ALLTEL will offer to NT&T UNE-P, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. ALLTEL shall not place any use restrictions or other limiting conditions on UNE-P accessed by NT&T except as specified in this Agreement or required by existing rules.
- 6.1.3 In addition to the UNE-P combinations provided by ALLTEL to NT&T hereunder, ALLTEL shall permit NT&T to combine any UNE provided by ALLTEL with another UNE provided by ALLTEL or with compatible network components provided by NT&T or provided by third parties to NT&T in order to provide Telecommunications Services. UNE-P will not be directly connected to an ALLTEL Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by

the Parties.

- 6.1.4 The quality of a UNE-P ALLTEL provides, will be equal between all carriers requesting access to UNE-P.

6.2 Description

- 6.2.1 UNE-P is available in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), CENTREX and (iv) PBX. If NT&T desires access to a different UNE-P combination, NT&T may request access through the BFR process set forth in Attachment 19 to this Agreement.

6.2.1.1 “UNE-P-POTS”: 1FR/1FB lines are available to NT&T and is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical switch features that are technically feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.2 “UNE-P-PBX”: PBX Trunks are available to NT&T. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical switch features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.3 “UNE-P-DSS”: Digital Switched Service (DSS) is available to NT&T and is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the vertical switch features that are technically feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

6.2.1.4 “UNE-P-ISDN”: ISDN lines are available to NT&T. All the vertical switch features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

6.3 Rates and Charges

6.3.1 The rates and charges for UNE-P Combinations are contained in Exhibit A for both recurring and nonrecurring application.

6.3.2 Recurring monthly charges for each Unbundled Network Element that comprise the UNE

Combination shall apply when a UNE-P Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

- 6.3.3 Nonrecurring charges, if any, will apply based upon the cost to ALLTEL of provisioning the UNE-P Combination and providing access to the UNE-P Combination. These nonrecurring charges, if any, are described in Exhibit A.
 - 6.3.4 NT&T shall be responsible for billing its end user customers served over UNE-P and for all Miscellaneous Charges and surcharges required of NT&T by statute, regulation or otherwise required.
 - 6.3.5 NT&T shall pay ALLTEL the PIC change charge associated with NT&T end user customer changes of InterLATA or IntraLATA Carriers. Any change in NT&T's end user customers' InterLATA or IntraLATA carrier must be requested by NT&T on behalf of its end user customer.
 - 6.3.6 If an end user customer is served by NT&T through UNE-P ALLTEL will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that end user customer's phone after conversion to a UNE Combination is complete.
 - 6.3.7 ALLTEL shall have a reasonable amount of time to implement system or other changes necessary to bill NT&T for Commission-ordered rates or charges associated with UNE Combinations.
- 6.4 Ordering Process
- 6.4.1 UNE-P and associated products and services are ordered via an LSR.
 - 6.4.2 Prior to placing an order on behalf of each end user customer, NT&T shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.
 - 6.4.3 For UNE-P Combinations with appropriate retail analogues, NT&T and ALLTEL will use the standard provisioning interval for the equivalent retail service. NT&T and ALLTEL can separately agree to due dates other than the standard interval.
 - 6.4.4 Due date intervals are established when ALLTEL receives a complete and accurate Local Service Request (LSR) through facsimile. The date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.
 - 6.4.5 NT&T shall bear all obligations and responsibilities for providing and maintaining end user customer listings information. Nevertheless, to the extent that the option is available to NT&T to specify that the end user customer's existing listing(s) be retained upon conversion to UNE-P Combinations, ALLTEL shall be responsible for ensuring that the end user customer's listing(s) is retained "as is" in ALLTEL's listings data bases.
 - 6.4.6 When ALLTEL's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, ALLTEL will render its closing bill to the end user customer effective with the disconnection. If ALLTEL is not the local service provider,