WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

BETWEEN

ARLINGTON TELEPHONE COMPANY

AND

ALLTEL COMMUNICATIONS, INC.

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I. Article I

1.0 INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") shall be effective as of November 1, 2003 (the "Effective Date"), by and between Arlington Telephone Company ("RLEC") with offices at, P.O. Box 400, Blair, NE 68008-400, and ALLTEL Communications, Inc. ("ALLTEL Wireless") with offices at One Allied Drive, Little Rock, Arkansas 72202.

2.0 RECITALS

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

WHEREAS, ALLTEL Wireless is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Services ("CMRS") and provides such service to its end user customers within the state of Nebraska;

WHEREAS, RLEC and ALLTEL Wireless exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

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

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

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RLEC and ALLTEL Wireless hereby agree as follows:

II. Article II

1.0 DEFINITIONS

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

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

1.1. "Act" means the Communications Act of 1934, as amended.

1.2. "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

1.3. "End Office Switch" means a switch used to provide Telecommunications Services to subscribers and may include, but is not limited to one of the following:

(a) " Stand-Alone End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of a Stand-Alone End Office Switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a Host End Office Switch. Local switching capabilities may be resident in a Remote End Office Switch.

(c) "Host End Office Switch" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host End Office Switch can serve as a Stand-Alone End Office Switch as well as providing services to other Remote End Office Switches requiring terminating, signaling, transmission, and related functions including local switching.

1.4. "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.

1.5. "Commission" means the Public Service Commission of Nebraska.

1.6. "Effective Date" means the date first above written.

1.7. "Exchange Access" has the meaning given in the Act.

1.8. "FCC" means the Federal Communications Commission.

1.9. "Interconnection" for purposes of this Agreement is the linking of RLEC and ALLTEL Wireless networks for the exchange of Local Traffic described in this Agreement.

1.10. "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides Telephone Toll Service, as defined in the Act.

1.11. ”Local Service Area” means, for ALLTEL Wireless, the Major Trading Area (“MTA”) in which calls originate and terminate, and means, for RLEC, the RLEC’s local exchange areas which are on file and have been approved by the Commission in which calls originate and terminate. For purposes of this agreement, RLEC’s Local Service Area shall include those service areas connected via an EAS arrangement approved by the Commission.

1.12. "Local Traffic" is defined for all purposes under this Agreement as traffic that: (a) is originated by a customer of ALLTEL Wireless on ALLTEL Wireless’ CMRS network, is terminated to RLEC’s subscriber on RLEC’s network within ALLTEL Wireless’ Local Service Area, and may be handled pursuant to an agreement between ALLTEL Wireless and a carrier that performs only a transiting function for ALLTEL Wireless in lieu of a direct connection with RLEC; or (b) is originated by a subscriber of RLEC on RLEC’s network within RLEC’s Local Service Area, and is terminated to a ALLTEL Wireless customer that has an NPA-NXX code located within the same RLEC’s Local Service Area.

1.13. "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.14. "Major Trading Area" or "MTA" means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202.

1.15. "Non-Local Traffic" means traffic that originates and terminates in different MTAs.

1.16. "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).

1.17. "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.18. "Party" means either RLEC or ALLTEL Wireless, and "Parties" means RLEC and ALLTEL Wireless.

1.19. "Point of Interconnection" ("POI") means that technically feasible point of demarcation where the exchange of Local Traffic between two carriers takes place.

1.20. "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.

1.21. "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on

each carrier's network of Local Traffic, as defined in Section 1.12 above, that originates on the network facilities of the other carrier.

1.22. "Telecommunications" has the meaning given in the Act.

1.23. "Telecommunications Carrier" has the meaning given in the Act.

1.24. "Telephone Exchange Service" has the meaning given in the Act.

1.25. "Telephone Toll Service" has the meaning given in the Act.

1.26. "Termination" means the switching of Local Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

1.27. "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

1.28. "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.29. "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A Type 1 Service is offered in connection with the provision of telephone numbers hosted by an RLEC End Office Switch.

1.30. "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company Stand-Alone End Office Switch or Host End Office Switch (Type 2-B) or to a tandem switch (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

3.1. This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This

Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2. This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of ALLTEL Wireless and the LEC network of RLEC for purposes of exchanging traffic, provided that the service provided by ALLTEL Wireless to its customer is CMRS.

3.3. ALLTEL Wireless represents that it is a CMRS provider of telecommunications services to subscribers in Nebraska. ALLTEL Wireless' NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG"), and this Agreement shall apply to all Operating Company Numbers ("OCN") assigned to ALLTEL Wireless.

3.4. This Agreement is limited to RLEC end user customers' traffic for which RLEC has tariff authority to carry. RLEC's NPA/NXXs are listed in the LERG under OCN 1517 in the state of Nebraska. This Agreement does not cover ALLTEL Wireless paging service traffic.

3.5. The traffic that is exchanged between the Parties through an Interexchange Carrier, on a toll basis, is not Local Traffic and is not subject to this Agreement, but rather is subject to Section 251(b)(3) and 251(g) of the Act.

4.0 SERVICE AGREEMENT

This Agreement provides for the following interconnection and arrangements between the networks of RLEC and ALLTEL Wireless. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1. Indirect traffic to RLEC

To the extent that ALLTEL Wireless has entered into contractual arrangements with tandem providers for delivery of ALLTEL Wireless traffic to RLEC for termination to RLEC's customers, RLEC will accept such traffic subject to the compensation arrangement as outlined in Section 5 of this Agreement.

In those RLEC exchanges where ALLTEL Wireless has not requested a direct connection to RLEC as specified in Section 4.2, RLEC shall continue to route calls originating from its exchanges to Interexchange Carriers in compliance with its equal access and toll dialing parity requirements.

4.2. Type 2-B Interconnection:

Upon request from ALLTEL Wireless, the Parties agree to establish a Type 2-B Interconnection. A Type 2-B interconnection will be provided via a two-way trunk group between RLEC's Stand-Alone End Office Switch or Host End Office Switch and ALLTEL Wireless' point of presence in the RLEC's telephone exchange, with the POI designated at the RLEC's Stand-Alone End Office Switch or Host End Office Switch.

These trunk groups would be provisioned in connection with ALLTEL Wireless' NPA/NXX codes located within a RLEC exchange served by the End Office Switch, provided that ALLTEL Wireless has facilities to serve such customers. Applicable tariff charges for establishing and provisioning this trunk group will be billed by RLEC to ALLTEL Wireless as described in Section 5.4.5 below.

A. Landline to Wireless:
Local Traffic (as defined in Section 1.12 above) from RLEC's customers to ALLTEL Wireless' customers shall be routed from the RLEC's End Office Switch and any subtending Remote End Office Switches to ALLTEL WIRELESS via a two-way direct trunk group.

B. Wireless to Landline:
Local Traffic originated by ALLTEL Wireless' customers within MTA No. 45, or customers of another CMRS provider that has entered into a roaming arrangement with ALLTEL Wireless while roaming in MTA No. 45, to RLEC's customers that can be reached through RLEC's End Office Switch shall be routed from ALLTEL Wireless' network via the two-way direct trunk group to RLEC's End Office Switch for termination by RLEC to its customers, as appropriate.

5.0 COMPENSATION

5.1. Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.12 and is related to the exchange of traffic described in Section 4. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon records/reports provided by Qwest or Alltel or actual recorded usage, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Traffic shall be based on the aggregated measured usage less traffic recorded as local that is Non-Local Traffic.

5.2. Reciprocal Compensation Rate.

The rate for Reciprocal Compensation shall be $0.02 per minute.

5.3. Traffic Subject to Switched Access Compensation.

Parties agree that traffic rated and recorded as Local Traffic, may originate or terminate in another MTA, and therefore is Non-Local Traffic and subject to Switched Access Compensation as defined below.

Switched Access Compensation is applicable to all Non-Local Traffic delivered by ALLTEL Wireless to RLEC, to the extent that such traffic is not handed off to an

IXC. The Parties agree that 1.5% of mobile-to-land traffic routed and recorded as Local Traffic is deemed to be Non-Local Traffic. ALLTEL Wireless shall compensate RLEC at RLEC's interstate Switched Access rates (transport charges for mileage between RLEC's end office and the RLEC meet point, plus RLEC's local switching element as prescribed in NECA's FCC Access Tariff No. 5) for all such Non-Local Traffic ("Switched Access Compensation").

5.4. Calculation of Payments and Billing.

5.4.1. RLEC will compensate ALLTEL Wireless for Local Traffic delivered by RLEC to ALLTEL Wireless, as prescribed in Section 4.2, at the rate provided in Section 5.2, above. ALLTEL Wireless will compensate RLEC for Local Traffic delivered to RLEC for termination to its customers as prescribed in Sections 4.1 and 4.2 and at the rate provided in Section 5.2. ALLTEL Wireless will compensate RLEC for Non-Local Traffic it terminates to RLEC at the rates provided in Section 5.3.

5.4.2. During the first year of the contract, RLEC shall prepare a monthly billing statement to ALLTEL Wireless, which will separately reflect the calculation of Reciprocal Compensation, the Reciprocal Compensation Credit for traffic delivered pursuant to Section 4.2, Switched Access Compensation, and total compensation due RLEC. RLEC shall use the total terminating traffic recorded by RLEC and/or a third party tandem provider for billing ALLTEL Wireless. After the first year of the contract, each Party shall bill the other Party for traffic terminated onto its network by the other Party pursuant to Section 5.4.1. During year one, traffic billed pursuant to Section 4.2 shall be based upon a 75% to 25% mobile to land factor. During the first year of the contract, RLEC shall measure ALLTEL wireless traffic terminating to RLEC pursuant to Section 4.2 and shall calculate a reciprocal compensation credit for land-to-mobile traffic. The reciprocal compensation credit for traffic exchanged pursuant to Section 4.2 shall be calculated as follows:

Reciprocal Compensation Credit = (A/B)*C*D

Where
A=Actual mobile to land traffic
B=mobile to land factor(75%)
C=land to mobile factor
D=Reciprocal Compensation Rate

Total Net Compensation Credit Due RLEC=
Total mobile to land minutes delivered pursuant to section 4.1* $0.02/min
+total mobile to land minutes delivered pursuant to section 4.2* $0.02/min
less Reciprocal Compensation Credit.

5.4.3. Recognizing that RLEC has no way of measuring the Non-Local Traffic, in the event that ALLTEL Wireless does not track the usage information required to identify the Non-Local Traffic terminated by RLEC, both parties agree to use a

default factor of 1.5% as an estimate of Non-Local Traffic from ALLTEL Wireless. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.4.4. Each Party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

5.4.5. Where dedicated interconnection facilities are used for two-way traffic exchanged between the Parties, recurring charges for such facilities provided and billed by RLEC to ALLTEL Wireless shall be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between the Parties over such facilities that originate on RLEC's network by RLEC's customers. This percentage is referred to as the "Traffic Factor." The Parties agree the initial Traffic Factor shall be 75% mobile to land and 25% land to mobile for the first year, when implementing the Type 2-B interconnection. The Parties further agree to review these percentages on a periodic basis not to exceed twice per year and, if warranted by the actual usage, revise the percentages appropriately. Such revised percentages will be implemented upon written agreement between the Parties.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.2. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

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

7.4. 911/E911. Each Party shall be responsible for its own independent connections to

the 911/E911 network.

8.0 TERM AND TERMINATION

8.1. Subject to the provisions of Section 14, the initial term of this Agreement shall be for a two (2) year term ("Term"), which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month-to-month basis, until replaced by another agreement or terminated by either Party upon sixty (60) days written notice to the other.

8.2. The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.2.2. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law.

8.2.3. Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3. Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth in Section 8.2 above;

(b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or

expiration of this Agreement.

8.4. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

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

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

11.0 INDEMNIFICATION

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

(a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(b) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parents, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of

any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand in the event:

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

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

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

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

12.0 LIMITATION OF LIABILITY

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

12.2. Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3. Except as otherwise provided in Section 11.0, no Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR

PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

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

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

15.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

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

16.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, ALLTEL Wireless shall be entitled to obtain from RLEC any Interconnection/compensation arrangement provided by RLEC to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

17.0 MISCELLANEOUS

17.1. Authorization.

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

17.1.2. ALLTEL Communications, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the state of Arkansas, authorized to do business in the state of Nebraska and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

17.3. Independent Contractors. Neither this Agreement, nor any actions taken by ALLTEL Wireless or RLEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between ALLTEL Wireless and RLEC, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by ALLTEL Wireless or RLEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between ALLTEL Wireless and RLEC end users or others.

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

17.5. Confidentiality.

17.5.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed

the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (1) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 17.5.2 of this Agreement.

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

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

17.6. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

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

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

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

17.10. Notices.

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

ALLTEL Wireless	**RLEC**
ALLTEL Communications, Inc.	Arlington Telephone company

One Allied Drive Little Rock, AR 72202 Attn: Director – CMRS Interconnection Services Phone Number: 501-905-8367 Fax Number: 501-905-6299	P.O. Box 400 Blair, NE 68008-400 Attn: Karen Aman Phone Number: 402-426-6148 Fax Number: 402-426-0000
With a copy to: Alltel Communications, Inc. Attention: Legal Department One Allied Drive 1269-B1F06-B Little Rock, AR 72202 Phone Number: 501-905-8000	With a copy to: Dan Davis TELEC Consulting Resources, Inc. 233 South 13th Street, Suite 1225 Lincoln, NE 68508 Phone Number: 402-441-4315 Fax Number: 402-441-4317

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

17.10.2. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For RLEC:
NOC/Repair Contact Number: 402-426-6148
Facsimile Number: 402-426-0000

For ALLTEL Wireless:
NOC/Repair Contact Number: 1-800-345-4484 Option 7
Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

17.11. Publicity and Use of Trademarks or Service Marks. Neither Party nor its

subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

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

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

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

17.15. Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the update shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

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

18.0 DISPUTE RESOLUTION

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

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

18.2. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

18.3. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 4, 5, and 6) in accordance with this Agreement.

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

ALLTEL Communications, Inc.	Arlington Telephone Company
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____