DIRECTORY ASSISTANCE AGREEMENT

This Directory Assistance Agreement ("Agreement") is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Wireless II, L.L.C., a Limited Liability Company in the State of Nebraska ("CLEC"). This Agreement may refer to CLEC or to Qwest as a Party ("Party") to this Agreement. The Directory Assistance service(s) provided in this Agreement (the "Services") will be delivered in the state of Nebraska.

WHEREAS, Qwest desires to provide the Services as described herein.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 The Directory Assistance service is a telephone number, voice information service that Qwest provides to other telecommunications carriers and its own end users. The published and non-listed telephone numbers provided within the relevant geographic area are only those contained in Qwest's current Directory Assistance database. Qwest offers the following five separate options:

1.1.1 Local Directory Assistance Service - Permits CLEC's end users to receive published and non-listed telephone numbers for their own NPA/LATA, whichever is greater.

1.1.2 National Directory Assistance Service - Permits CLEC's end users to receive listings for the entire United States database.

1.1.3 Branding - Permits CLEC's end users to receive the service options in 1.1.1 and 1.1.2 branded with the brand of CLEC, where technically feasible. Call Branding provides the announcement of CLEC's name to CLEC's end user during the introduction of the call, and at the completion of the call. Qwest will record the Brand.

1.1.4 Directory Assistance Call Completion Service - Permits CLEC's end users to connect to the requested local or intraLATA telephone number directly, where available, without having to dial another call, using Qwest's intraLATA toll network. Call Completion is not available in the states of Iowa, Montana, Nebraska, South Dakota and Wyoming.

1.1.5 Directory Assistance Call Completion Link Service - Permits CLEC's end user to connect to the requested interLATA telephone number directly, where available, without having to dial another call. Qwest will return the end user to CLEC for completion. Call Completion Link is not available in the states of Iowa, Montana, Nebraska, South Dakota and Wyoming.

2. TERMS AND CONDITIONS

2.1 CLEC elects to receive the following Directory Assistance service options:

Local Directory Assistance	X
National Directory Assistance	X
Branding	___
Directory Assistance Call Completion	___
Directory Assistance Call Completion Link	___

2.2 CLEC will complete the "*Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers*" to request Services, and CLEC represents that the information completed is true and correct to the best of its knowledge and belief.

2.3 Qwest's Directory Assistance database contains only those published and non-listed telephone numbers provided to Qwest by its own end users and other telecommunications carriers.

2.4 Qwest will provide access to the Services via dedicated multi-frequency (MF) operator service trunks purchased from Qwest or provided by CLEC. These operator service trunks will be connected directly to Qwest's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. CLEC will be required to order or provide an operator service trunk for each NPA served.

2.5 Qwest will provide and maintain the equipment and personnel necessary to perform the Directory Assistance services specified in this Agreement. CLEC will provide and maintain the equipment, facilities, lines and materials necessary to connect its telecommunication facilities to an agreed upon Qwest's Operator Services switch.

3. TERM AND TERMINATION

This Agreement arises out of an Interconnection Agreement between the Parties which was approved by the Public Utilities Commission in the state of Nebraska. This Agreement will become effective upon latest signature date, and will terminate at the same time as the said Interconnection Agreement.

4. RATE ELEMENTS

4.1 The following per call rate is applicable for Local Directory Assistance service and National Directory Assistance service, where selected by CLEC.

Local Directory Assistance	$0.340
National Directory Assistance	$0.385

4.2 A non-recurring charge for studio set-up and recording will apply. The non-recurring studio/recording charge will be assessed each time the brand message is changed. The non-recurring charge to load the switches will be assessed each time there is any type of change to the switch. (CLECs offering service in more than one state will be assessed a one time only non-recurring charge for studio set-up and recording.) The non-recurring charge(s) must be paid prior to commencement of Service.

Branding – Studio Set-up and Record Brand: (Includes both front-end and back-end Brand)	$10,500.00

Branding – Load brand into Switch: (Per Switch)	$175.00

4.3 A per call rate for Directory Assistance Call Completion and Directory Assistance Call Completion Link will be applicable. Additional charges for Qwest IntraLATA Toll services also apply for completed intraLATA toll calls. Additional charges for interLATA may apply from the interLATA toll carrier.

Directory Assistance Call Completion	$.06
Directory Assistance Call Completion Link	$.085

5. BILLING

5.1 Qwest will track and bill CLEC on a monthly basis for the number of calls placed to Qwest's Directory Assistance service by CLEC's end users. Qwest will also track and bill monthly the number of Call Completion requests.

5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call will be deemed made and CLEC will be obligated to pay when the call is answered. An end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number, or due to any incorrect information.

5.3 CLEC alone and independently establishes all prices it charges its end users for the Directory Assistance and Call Completion Services provided by means of this Agreement.

6. PAYMENT

6.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.

6.2 Unless prohibited by law, any amount due and not paid by the due date stated above will be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less.

6.3 Should CLEC dispute any portion of the monthly billing under this Agreement, CLEC will notify Qwest in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. CLEC will pay all amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

7. CONFIDENTIAL INFORMATION

7.1 "Confidential Information" means all documentation and technical and business information, whether oral, written or visual, which is legally entitled to be protected from disclosure, which a Party to this Agreement may furnish to the other Party or has furnished in contemplation of this Agreement to such other Party. Each Party agrees (1) to treat all such Confidential Information strictly as confidential and (2) to use such Confidential Information only for purposes of performance under this Agreement or for related purposes.

7.2 The Parties shall not disclose Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of an obligation to, or in connection with any proceeding before any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. The Parties' obligations under this Section shall continue for one (1) year following termination or expiration of this Agreement.

8. FORCE MAJEURE

With the exception of payment of charges due under this Agreement, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

9. LIMITATION OF LIABILITY

QWEST SHALL BE LIABLE TO CLEC, AND CLEC ONLY, FOR THE ACTS OR OMISSIONS OF QWEST, EXPRESSLY INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF QWEST OR THOSE ATTRIBUTABLE TO QWEST, IN CONNECTION WITH QWEST'S SUPPLYING OR CLEC'S USING THE DIRECTORY ASSISTANCE SERVICE, BUT STRICTLY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THIS AGREEMENT. IT IS EXPRESSLY AGREED THAT QWEST'S LIABILITY TO CLEC, AND CLEC'S SOLE AND ONLY REMEDY FOR ANY DAMAGES ARISING IN

CONNECTION WITH THE SERVICES AND THIS AGREEMENT SHALL BE A REFUND TO CLEC OF THE AMOUNT OF THE CHARGES BILLED AND PAID BY CLEC TO QWEST FOR FAILED OR DEFECTIVE SERVICES. UNDER NO CIRCUMSTANCES OR THEORY, WHETHER BREACH OF AGREEMENT, PRODUCT LIABILITY, TORT, OR OTHERWISE, SHALL QWEST BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES OR INCIDENTAL DAMAGES, AND ANY CLAIM FOR DIRECT DAMAGES SHALL BE LIMITED AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL QWEST EVER BE LIABLE TO CLEC'S END USERS FOR ANY DAMAGES WHATSOEVER.

10. INDEMNIFICATION

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. CLEC is indemnifying Qwest from any claim made against it by CLEC's end user's due to CLEC's end user's use or attempted use of the Directory Assistance service. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorneys' fees.

11. LAWFULNESS OF AGREEMENT

11.1 This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to CLEC to that effect.

11.2 If a provision of this Agreement is so terminated, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Directory Assistance service is delivered to the end user.

13. DISPUTE RESOLUTION

Any claim, controversy or dispute between the Parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law. The arbitration shall be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. The arbitrator's decision shall be final and may be entered in any court with jurisdiction. Each Party shall be responsible for its own costs.

14. DEFAULT

If a Party defaults in the performance of any substantial obligation herein, and such default continues, uncured and uncorrected, for thirty (30) days after written notice to cure or correct such default, then the non-defaulting Party may immediately terminate this Agreement. Subject to Section 9 (Limitation of Liability) above, the non-defaulting Party may also pursue other permitted remedies by arbitration as set forth above.

15. SUCCESSORS, ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Qwest may assign and transfer this Agreement to any parent, subsidiary, successor, affiliated company or other business entity without the prior written consent of CLEC.

16. AMENDMENTS TO AGREEMENT

The Parties may by mutual agreement and execution of a written amendment to this Agreement amend, modify, or add to the provisions of this Agreement.

17. NOTICES

Any notice to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

Wireless II, LLC
Tom Phelps, CEO
2121 N. Webb Road, Suite 101
Grand Island, NE 68803

Qwest Corporation
Director - Interconnection Compliance
1801 California Street, Suite 2410
Denver, Colorado 80202

Copy to:
Qwest Legal Department
General Counsel - Interconnection
1801 California Street, Suite 3800
Denver, Colorado 80202

18. ENTIRE AGREEMENT

This Agreement, together with any jointly-executed written amendments, constitutes the entire agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

19. PUBLICITY

Notwithstanding anything to the contrary, CLEC may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between CLEC and Qwest, without Qwest's prior written consent. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if CLEC violates this provision.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

Wireless II, LLC

Signature

Tom M. Phelps

Name Printed/Typed

CEO

Title

1/12/01

Date

Qwest Corporation

Signature

Martha A. Solis-Turner

Name Printed/Typed

Director - Wireless

Title

2/7/01

Date