Agreement Number:1204-VZW-CTC-NE-00

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT FOR CELLULAR AND OTHER TWO-WAY MOBILE RADIO SERVICES

Between

Citizens Telecommunications Company of Nebraska

and

Verizon Wireless

for the State of Nebraska

Dated: December 2, 2004

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ATTACHMENT 1

SERVICE ATTACHMENT - INDIRECT

INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT CELLULAR AND OTHER TWO-WAY MOBILE RADIO SERVICES

THIS AGREEMENT is made this 2nd day of December, 2004 by and between Citizens Telecommunications Company of Nebraska ("Citizens"), and the entities listed on the signature page, each having an office and principal place of business at 180 Washington Valley Road, Bedminster, New Jersey 07921, (collectively "Carrier"). Carrier and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Citizens is an authorized telecommunications carrier engaged in providing two-way telecommunications service in the State of Nebraska; and

Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider in the State of Nebraska; and

Citizens and Carrier desire to interconnect their facilities and exchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Sections 251 and 252;

In consideration of their mutual promises set forth herein, Citizens and Carrier agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases, and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

1.1 ACT – The Communications Act of 1934, 47 U.S.C. § 151 et seq., as from time to time amended (including without limitation the Telecommunications Act of 1996), and as further interpreted from time to time in the duly authorized regulations and orders of the FCC.

1.2 ACCESS TANDEM – Citizens's switching systems and associated facilities that provide a concentration and distribution function for Traffic originating from or terminating to one or more End Offices.

1.3 AFFILIATE – Has the meaning set forth in the Act.

1.4 ANSWER SUPERVISION – An off-hook supervisory signal of at least two seconds in duration sent by Carrier to Citizens's serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by Citizens to Carrier's MSO (hereinafter defined) on all completed calls after address signaling has been completed.

1.5 AUTOMATIC NUMBER IDENTIFICATION ("ANI") – A signaling parameter which provides reference to the number transmitted through a network identifying the billing number of the calling station.

1.6 AUTHORIZED SERVICES – Those telecommunications which Carrier or Citizens now or hereafter provides to its respective end user subscribers on an interconnected basis.

1.7 CALL RECORDING – The process of retaining detailed information about a call, such as date and time placed, originating and terminating NXX Code, and Conversation Time. It does not mean recording or listening to the content of the calls.

1.8 CARRIER'S SYSTEM – The communications network of Carrier used to furnish CMRS.

1.9 CENTRAL OFFICE PREFIX (NXX Code) – The first three digits of the seven-digit directory number and associated block of 10,000 numbers for use in accordance with the North American Numbering Plan.

1.10 CITIZENS'S SYSTEM – The communications network of Citizens used to furnish local exchange service.

1.11 COMMERCIAL MOBILE RADIO SERVICES ("CMRS") – Has the meaning given such term in the Act and 47 C.F.R. § 20.3, except for paging service.

1.12 COMMISSION – The Public Service Commission for the State of Nebraska.

1.13 COMMON CHANNEL SIGNALING ("CCS") – A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS protocol to be used by the Parties shall be Signaling System 7 (SS7).

1.14 CONNECTING FACILITIES – The facility, circuit, equipment, and associated service arrangements used to connect Carrier's System and Citizens's System for the purpose of interchanging Traffic under this Agreement.

1.15 CONVERSATION TIME – The time in full second increments that both Parties' equipment is used for a call measured from the receipt of Answer Supervision to Disconnect Supervision.

1.16 DIGITAL SIGNAL LEVEL (DSO) – A basic digital signaling rate of 64 kbps in the time division multiplexing hierarchy corresponding to the capacity of one voice frequency-equivalent channel.

1.17 DIGITAL SIGNAL LEVEL 1 (DS1) – The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.18 DIGITAL SIGNAL LEVEL 3 (DS3) – The 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.19 DISCONNECT SUPERVISION – An on-hook supervisory signal sent by Carrier to Citizens's Access Tandem or serving End Office at the completion of a call or an on-hook supervisory signal sent by Citizens to Carrier's MSO at the completion of the call.

1.20 END OFFICE – A Citizens switching facility at which customer telephone loops are terminated for purposes of interconnection to each other and to the Citizens's System.

1.21 FCC – The Federal Communications Commission.

1.22 FIRST REPORT AND ORDER – The FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Aug. 8, 1996).

1.23 INTERNET TRAFFIC – Any information service traffic as defined in the Act and the FCC's Order on Remand and Report and Order, FCC-01-131, CC Docket Nos. 96-98 and 99-68, and includes Traffic that is transmitted to or returned from an Internet service provider at any point during the duration of the transmission.

1.24 LAND-TO-MOBILE DIRECTION – Calls from landline customers to Carrier's System. Also referred to as Land-To-Mobile.

1.25 LOCAL TRAFFIC -- means traffic exchanged between Citizens and Carrier within a local calling area (1) The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of Carrier and interchanged with Citizens for delivery in Citizens' exchange areas in the same MTA. (2) Citizens' local calling areas, as defined by Citizens tariffs, will be used to define the local calling area for all telecommunications traffic originated on the system of Citizens and interchanged with Carrier. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call.

1.26 MAJOR TRADING AREA -- The Major Trading Area ("MTA") is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the Rules of the Federal Communications Commission.

1.27 MOBILE SWITCHING OFFICE (MSO) – Carrier's facilities and related equipment used to originate, route, transport, switch, and terminate calls interchanged between Carrier's subscriber and the public switched telephone network.

1.28 MOBILE-TO-LAND DIRECTION – Calls from Carrier's System to landline customers. Also referred to as Mobile-To-Land.

1.29 NON-LOCAL TRAFFIC – means traffic that is other than Local Traffic. The completion of Non-Local calls will be based on the location of Carrier's subscribers and Citizens's landline end users as defined in the FCC's First Report and Order 96-325, ¶ 1043, for which access charges shall be applicable.

1.30 POINT OF INTERCONNECTION (POI) – Means the mutually agreed upon point of demarcation or any technically feasible point on Citizens's System at which the Parties' systems meet for the purpose of establishing interconnection and exchanging Traffic.

1.31 SERVICE AREA – The geographic area(s) described in Attachment(s) in which Carrier is authorized by the FCC to provide CMRS services and which is covered by this Agreement.

1.32 SPECIAL CONSTRUCTION – Refers to special billing arrangements which are required when (a) the facilities suitable to Carrier are not available to meet an order for service; (b) Citizens incurs added cost to construct the facilities; and (c) one or more of the following conditions exists:

(i) Citizens has no other requirements for the facilities constructed;

(ii) Carrier requests that Carrier provide the service using a type of facility, or via a route, other than that which Citizens would normally utilize in furnishing that service;

(iii) Carrier requests more facilities than would normally be required to satisfy an order; or

(iv) Carrier requests that Citizens expedite construction resulting in added costs to Citizens.

1.33 TERMINATION OR TERMINATE – The switching of Traffic at the terminating carrier's End-Office switch or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.34 TRAFFIC – All Local Traffic and Non-Local Traffic that originates on one Party's system and terminates on the other Party's system.

1.35 TRANSIT SERVICE – The provision of Transport facilities by Citizens for Transit Traffic.

1.36 TRANSIT TRAFFIC – Traffic that originates from one telecommunications carrier's network, transits Citizens's Access Tandem substantially unchanged, and terminates to yet another telecommunications carrier's network other than Citizens.

1.37 TRANSPORT – The transmission and any necessary Tandem switching by a Party of Traffic from the POI to the terminating carrier's End-Office switch, or functionally equivalent facility, that directly serves the called party.

1.38 TYPE 1 INTERCONNECTION – The connection between Carrier's System and a Citizens's End Office that provides a trunk-side connection with line treatment (except for a 2-wire analog channel, which is available as a line-side connection). Type 1 interconnections provide the same access that is available to Citizens end-users, *e.g.*, access to Citizens's directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (*e.g.*,

800, 900), interexchange carrier codes *(e.g.*, 950, 10XXX), and international calling. All Type 1 services will have blocks of telephone numbers assigned to Carrier from an NXX Code assigned to the Citizens's switch, which is the dial tone End Office of the Carrier's MSO. All numbers are assigned and administered by Citizens. Carrier will perform subadministration by assigning specific numbers to individual subscribers. Reservation and implementation of numbers will be reserved in blocks of one hundred (100). Type 1 Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.39 TYPE 2A INTERCONNECTION – The connection between Carrier's System and a Citizens Access Tandem. Type 2A Interconnection provides connectivity to all Citizens End Offices subtending the Access Tandem. Type 2A Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.40 TYPE 2B INTERCONNECTION – A direct, two-way trunk group between Carrier's MSO and a Citizens End-Office, with overflow Traffic routed over an associated Type 2A Interconnection to a Citizens Access Tandem if available and applicable or a third party tandem for delivery of Traffic on an indirect basis. If traffic overflows, Carrier agrees to augment facilities within a reasonable timeframe. Type 2B service can also provide routing of Carrier-originated Traffic to Feature Group A trunks or Type 1 Interconnection numbers residing within the Citizens End Office switch. Type 2B Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

SECTION 2. INTERCONNECTION

2.1 Citizens will provide to Carrier, upon request, those Connecting Facilities and service arrangements described herein and in the Attachment(s) hereto to establish the physical interconnection and interchange of Traffic at a POI as provided for herein, and such other facilities Carrier may require and request for operation of Carrier's System. Citizens shall perform its obligations hereunder at performance levels at least equal to those provided to itself and its Affiliates as required under the Act. Citizens shall not discontinue any Connecting Facilities or service arrangements provided or required hereunder without providing Carrier at least thirty (30) days' prior written notice, or as otherwise required by law, of such discontinuation. Citizens agrees to cooperate with Carrier in any transition resulting from such discontinuation of Connecting Facilities or service arrangements and to minimize the impact to customers which may result from such discontinuance.

2.2 All interchanged Traffic directly exchanged between the Parties will be handled only over Connecting Facilities as described herein. The type of interconnections available under this Agreement are designated as Type 1, Type 2A, and Type 2B Interconnections as defined in Section 1. Citizens will provide interconnection and services in a nondiscriminatory fashion, at any technically feasible point within the Citizens's System at Carrier's request, and such interconnection and services will contain all the same features, functions, and capabilities, and be at least equal in quality to those provided by Citizens to itself or its Affiliates. All interchanged Traffic indirectly exchanged between the Parties which uses the facilities of a third-party carrier shall be subject to reciprocal compensation in accordance with the provisions of Section 4.1.

2.3 Carrier may request activation/addition of new locations for Connecting Facilities under the terms and conditions of this Agreement at any time during the term by submitting a request for interconnection to Citizens's Interconnection organization set forth on Attachment I. Citizens will provide an amended Service Attachment(s) to reflect activation or addition of new locations. The Service Attachment(s) will be affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachment(s) may be inconsistent with or in conflict with this Agreement, the Agreement will prevail.

2.4 Signaling Systems and Administration

2.4.1 Where Citizens has deployed SS7 signaling, the Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network including User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the interconnection of their networks. For glare resolution, Citizens will have priority on odd trunk group member circuit identification codes, and Carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.4.2 A Party may use the SS7 technical arrangements to provide the other Party with all electronic signaling data necessary to bill terminating Traffic, including but not limited to ANI.

2.4.3 Neither Party shall assess any rate or charge on the other Party for the exchange of SS7 signaling messages.

2.5 Priority of Agreement

2.5.1 The terms and conditions of this Agreement (including, but not limited to the Attachments) will prevail over and supersede any other conflicting rates, terms, and conditions contained on Carrier's purchase order for Connecting Facilities provided under this Agreement.

2.6 At Carrier's request, Citizens and Carrier will physically interconnect their facilities at a Citizens's Access Tandem or End Office or another mutually agreed to POI, and interchange Traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating, and facility arrangements set forth hereinafter.

2.7 Sizing and Structure of Interconnection Facilities

2.7.1 The Parties will mutually agree on the appropriate sizing for Connecting Facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutually agreed upon forecasts and generally accepted engineering practices.

2.7.2 The electrical interface at POIs will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any DS3 multiplexing required for DS1 facilities or trunking at its end and Carrier will provide any DS3 multiplexing required for DS1 facilities or trunking at its end.

2.7.3 Citizens and Carrier will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.7.4 Trunking arrangements shall be established as follows:

2.7.4.1. Separate trunk groups for the exchange of Local Traffic.

2.7.4.2. Separate trunk groups at an Access Tandem to be used solely for the transmission and routing of traffic to enable interexchange carriers to originate and terminate traffic from or to Carrier.

2.7.4.3 Separate trunk groups at an Access Tandem to be used solely for the transmission and routing of Transit Traffic.

2.7.4.4. Where applicable, separate trunks connecting Carrier's MSO to Citizens's E911 routers. If Carrier purchases such services from Citizens, they will be provided pursuant to Citizens's applicable tariff(s) or other terms and conditions mutually agreed upon by the Parties.

2.7.5 Where Citizens owns a Tandem, Carrier will establish a direct trunk group between the Parties' respective switches, including meet point billing arrangements.

2.7.6 Where Citizens is not the Tandem owner, the following criteria will be used. Based on forecasted or actual traffic at Carrier's busy hour in centum call seconds (CCS), where there is a DS1 worth of traffic (656 CCS) between Carrier's POI and a Citizens's end office, Carrier will order a direct trunk group between the Parties' respective switches, including meet point billing arrangements.

2.8 Where additional equipment is required for Connecting Facilities to accommodate projected demand, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carrier, its Affiliates or Citizens's internal customer demand.

2.9 <u>Trunk Forecasting</u>

2.9.1 The Parties shall mutually develop joint forecasts for Traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment become available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon

reasonable request; but not more than two times in a consecutive twelve-month period. Forecasts shall be for a minimum of three (3) (current and plus-1 and plus-2) years.

2.9.2 Each Party shall use reasonable efforts to provide the other with a description of major network projects anticipated for the following six (6) months that the Party reasonably knows in advance will materially affect the other Party and cause a significant increase or decrease in trunking demand for the following forecasting period.

2.10 Grade of Service

2.10.1 Each Party will provision its own network Connecting Facilities covered by this Agreement to P.01 grade of service.

2.10.2 The characteristics and methods of operation of any Connecting Facilities of one Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or the other Party's connecting and concurring carrier, cause damage to the other Party's plant or equipment or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.10.3 The Parties will work cooperatively in a commercially reasonable manner to each install and maintain a reliable system. Citizens and Carrier will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent Traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

2.11 Provisioning. Carrier will utilize Citizens's account management and provisioning teams available to it through the Citizens's Carrier Service Center ("CSC"). All orders will be processed by the provisioning personnel in the CSC.

2.12 Access to Poles, Ducts, Conduits and Rights-of-Way

2.12.1 Citizens will provide to Carrier access to any facilities in, on, under, or above the public and/or private rights-of-way, including, without limitation, access to poles, ducts, conduits in, on, above, or under public and private rights-of-way, and property to the rights-of-way themselves, on terms and conditions that are consistent with the Act and that are no less favorable than the rates, terms, and conditions available to itself, its Affiliates, or any other provider of telecommunications services.

2.12.2 Citizens shall make all efforts required by the Act to provide Carrier access to Citizens's poles, ducts, conduits, and right-of-way and shall allocate access to poles, ducts, conduits, and rights-of-way on a competitively neutral first-come, first-served basis, without discriminatory reservation.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The Connecting Facilities will be used only for the handling of interchanged Traffic originating or terminating on Carrier's System or Citizens's System in connection with a Party's Authorized Services. This Agreement is applicable only to the exchange of Local and Non-Local Traffic between Citizens and Carrier. Citizens will not be responsible for interconnections or contracts relating to Carrier's interconnection with any other LEC.

3.1.1 The types of interconnection available under this Agreement will permit the routing and exchange of Mobile-To-Land and Land-To-Mobile Traffic which originates or terminates within the local calling areas of Citizens's End Offices, including any applicable extended area service calling area as specified in Citizens's then current local service tariff, unless the other carrier(s) to an extended area service arrangement submit an objection or restrict the routing and exchange of Traffic over the existing extended area service arrangement. In the event of an objection or other restriction relating to the routing and exchange of extended area service Traffic, Citizens and Carrier will work together with the objecting carrier to resolve any legal, technical, or financial issues relating to the routing and exchange of such Traffic to or from an extended area service calling area. During the interim, Carrier agrees to compensate Citizens for all necessary incremental charges associated with rerouting Traffic or other alternative arrangements as directed by Carrier or any applicable regulatory authority. Citizens shall not be obligated to reroute such Traffic until directed by Carrier or any applicable regulatory authority, and Citizens shall have no responsibility for delivering Traffic to a POI located at any point outside of a Citizens's local exchange area or beyond the boundary.

3.2 Connecting Facilities provided pursuant to this Agreement will not be used, switched, or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone, except when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting Facilities provided by either Party will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 Where Citizens and Carrier interconnect for the exchange of Traffic, there will be a POI for the interconnection facility. Carrier can construct its own Connecting Facilities used to route calls to and from the POI, it can purchase or lease from a third party the Connecting Facilities, or it may purchase or lease any available Connecting Facilities from Citizens. Where Citizens is required to build such facilities pursuant to an applicable Citizens's tariff, Special Construction charges shall apply in accordance with the applicable Citizens tariff or as may be mutually agreed to by the Parties. A Mid-Span Meet is a negotiated POI for the interconnection of Connecting Facilities between one Citizens Access Tandem or End Office Switch and a Carrier MSO or POI. The Parties will negotiate in good faith to determine the actual physical point of connection and facilities for Mid-Span Meet Connecting Facilities. Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI. Each Party shall be responsible for providing its own or leased interconnection facilities to route calls to and from the POI.

3.5 When Carrier orders a Type 1 Interconnection, Carrier will be provided telephone numbers in initial and incremental blocks of one hundred at no charge from Citizens, except any administrative fees that are permitted under applicable state law. In order to reserve specific numbers, Carrier will furnish to Citizens its number requirements for planning purposes. Within the number blocks assigned, the assignment and use of such numbers by Carrier for its subscribers for its Authorized Services will be the responsibility of Carrier subject to applicable law. Reserved number blocks will be reserved for a maximum of six (6) months from the request, and will be returned to general availability at such time consistent with any relinquishment and conservation guidelines that Citizens applies to itself, to Affiliates and other providers of telecommunications services. Carrier will provide periodic forecasts of number and facility requirements upon reasonable request by Citizens (maximum of two (2) times per year). The forecast will be updated annually or as mutually agreed.

3.5.1 Any other provision of this Agreement notwithstanding, Citizens will recognize, deliver Traffic to, accept Traffic from, and otherwise honor the validity of any NXX assigned to Carrier by a third party in accordance with 47 U.S.C. § 251(e) (or applicable FCC or state number administration rules).

3.6 Network Harm

3.6.1 A Party will not use any service or facilities related to or provided in this Agreement in any manner that interferes with third parties in the use of the other Party's service, prevents third parties from using the other Party's service, impairs the quality of service to other carriers or to the other Party's customers; causes electrical hazards to the other Party's personnel, damage to the other Party's equipment or malfunction of the other Party's billing equipment (individually and collectively, "Network Harm"). If a Party ("Impaired Party") reasonably determines that the services, System, Connecting Facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's System or Connecting Facilities, the Impaired Party may interrupt or suspend any service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

(a) Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and

(b) Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended service.

3.7 Citizens and Carrier each may make reasonable tests and inspections of its Connecting Facilities as may be necessary to ensure that the interconnections provided for herein are and remain in good operating condition and conform to the requirements of this Agreement. Each Party may, upon written notice and coordination with the other, temporarily interrupt the

Connecting Facilities being tested or inspected, so long as impairment or restriction of the operation of Connecting Facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 Each Party shall be solely responsible, at its own expense, for the overall design of its Connecting Facilities, services and for any redesigning or rearrangement of its services which may be required because of changes in minimum network protection criteria, or operating or maintenance characteristics of the Connecting Facilities.

3.9 Mobile subscribers of Carrier will be instructed to report all cases of trouble to Carrier. In order to facilitate trouble reporting and to coordinate the repair of service provided to Carrier by Citizens under this Agreement, Citizens's Network Operations Center (NOC) will provide 24-hour trouble reporting for Carrier.

3.9.1 Where new Connecting Facilities are installed, Citizens, via the NOC, will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.

3.9.2 Citizens will furnish a trouble reporting telephone number for the designated NOC, which number will be answered twenty-four hours per day, seven days per week. See Attachment 1. This number will give Carrier access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. This location shall be staffed and have the authority to initiate corrective action.

3.9.3 Citizens and Carrier will cooperate in isolating the trouble. Before either Party reports a trouble condition that it believes is caused by the Connecting Facilities of the other, that Party must first use commercially reasonable efforts to isolate the trouble condition to the other Party's Connecting Facilities, service and arrangements.

3.9.4 In cases where a trouble condition adversely affects Carrier's service, Citizens will give Carrier the same priority extended to itself, its Affiliates, or other telecommunications carriers.

3.10 Maintenance. Citizens shall provide repair, maintenance, testing, and surveillance for all Connecting Facilities and services that it provides under this Agreement. Citizens shall also provide the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Connecting Facilities under this Agreement that it provides for the maintenance of Citizens's System.

3.10.1 Each Party shall attempt to provide the other Party at least sixty (60) days advance written notice of any scheduled maintenance activity that the Party reasonably knows in advance may impact the other Party's service to its end user customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, and major equipment replacements.

3.10.2 Each Party shall advise the other in writing of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by either of them on any

Connecting Facility, including hardware, equipment, or software which the party reasonably knows will impact the other Party's service to its end user customers. Each Party shall provide advance notice of such non-scheduled maintenance and testing activity to the extent possible under the circumstances; provided, however, that each Party shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise the other Party in writing promptly of any such actions it takes.

3.10.3 When either Party (the "reporting party") reports a trouble to the other Party (the "notified party") for clearance and no trouble is found in the notified party's facilities, the reporting party shall be responsible for payment of a maintenance of service charges for the period of time from when the notified party's personnel are dispatched to the reporting party's premises to when the work is completed. Failure of the notified party's personnel to find trouble in the notified party's service will not result in a charge if the trouble is actually in that service, but not discovered at that time.

3.10.4 If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or System, or any other change in its Connecting Facilities or System that the party reasonably knows in advance will materially affect the interoperability of its Connecting Facilities or System with the other Party's Connecting Facilities or System, the Party making the change shall provide written notice of the change at least sixty (60) days in advance of such change to the address provided in Section 15.1; provided, however, that if an earlier written notice of a change is required by applicable law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by applicable law.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Reciprocal Termination Charges. Citizens and Carrier shall reciprocally and symmetrically compensate one another for Local Traffic terminated on the other Party's system. The rates shall be assessed on a per-minute of use basis. The rates at which the Parties shall compensate each other are set forth on the Service Attachment to this Agreement.

4.1.1 Land to Mobile calls originated by Citizens subscriber (All calls are defined by NXX of calling and called Parties):

a) Local calls as defined by Citizens tariff within Citizens ILEC territory - reciprocal compensation applies.

b) EAS calls as defined by Citizens tariff - reciprocal compensation applies.

c) Where calls are handled by a presubscribed carrier - calls will be routed to the appropriate carrier and reciprocal compensation would not apply.

4.1.2 Mobile to Land calls originated by Carrier, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties):

a) Local calls within Citizens territory - reciprocal compensation applies.

b) EAS calls - reciprocal compensation applies.

c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies.

d) InterMTA calls routed over local trunk groups will be handled according to Section 4.6.

4.1.3 For the interchange of Non-Local Traffic, Carrier shall pay Citizens at the applicable switched access service tariff rate.

4.2 Connecting Facilities. The charges for Connecting Facilities under this Agreement are as follows:

4.2.1 Each Party is solely responsible for the provision of Transport facilities necessary for the carriage of Traffic between the POI and points within its System and for all costs of delivering Traffic to the POI. Citizens shall have no responsibility for delivering Traffic to an interconnection point located at any point outside of a Citizens's local exchange area or beyond the boundary. Citizens shall bear the recurring and non-recurring costs of one-way trunks to the POI bearing Traffic originating in Citizens's End Offices and terminating at the POI within Citizens's local exchange area boundary, and Carrier shall bear the recurring and non-recurring costs of one-way trunks to the POI bearing Traffic originating at Carrier's MSO and terminating at the POI.

4.2.2 The recurring costs and non-recurring costs of two-way Connecting Facilities purchased from Citizens and connecting the switching facilities of Citizens and Carrier shall be borne by the Parties in proportion to their respective shares of the total end user Traffic originations. The Parties' proportionate shares of the total of the terminating Traffic exchanged between them may be based upon mutually agreed upon Traffic Factors. However, in no case will either Party have any responsibility for costs associated with any facilities on the other Party's side of the POI.

4.2.3 The Parties will share the recurring costs and non-recurring costs of the Connecting Facilities at the rates set forth in Citizens FCC Tariff No. 1. However, in no case will either Party have any responsibility for costs associated with any facilities on the other Party's side of the POI.

4.3 Measurement of minutes of use over Connecting Facilities under this Agreement shall be in actual Conversation Time. Minutes of use, or fractions thereof, are accumulated over the billing period for each Connecting Facility. Each Party shall perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall also be responsible for billing and collecting from its respective customers the charges its customers incur through its use of the other Party's system. Minutes of use will be aggregated based on Conversation Time and will not be rounded to the next full minute. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each End Office for billing purposes.

4.3.1 In the event Carrier is unable to determine the amount of Land-to-Mobile Local Traffic it terminates from Citizens or is unable to direct bill Citizens based on actual Land-to-Mobile Local Traffic, Carrier will bill Citizens for usage and two-way Connecting Facilities based on the Traffic Factors set forth on the Service Attachment. The initial Traffic Factors set forth on the Service Attachment will remain in effect for a minimum of six (6) months after this

Agreement becomes effective. Either Party may request a review and modification of the Traffic Factors, on a going forward basis, up to two times per calendar year, based on actual usage and the results of a six (6) month Traffic Study conducted by a Party. Any change to the Traffic Factors will thereafter only apply on a going forward basis and will be effective as mutually agreed to in writing by the Parties. Any such change in the Traffic Factors will not require an amendment to this Agreement. If the Parties are unable to reach agreement on the adequacy of the sample or the appropriate Traffic Factors to be used based on the Traffic study, either Party may request resolution of the dispute pursuant to the procedures set forth in Section 17.

4.4 In the event Citizens is unable to determine the amount of Mobile-to-Land Local Traffic it terminates from Carrier or measurement capabilities are not available in a Citizens's End Office, the Parties will bill each other based on the assumed minutes of use and the Traffic Factors set forth on the Service Attachment. Any assumed minutes of use will be billed in accordance with the terms and conditions of this Agreement. The applicability of the assumed minutes of use arrangement may be altered or terminated upon sixty (60) days written notice to Carrier once Citizens has the ability to record or determine the actual minutes of use at the End Office or an alternative method is established based on the mutual agreement of the Parties.

4.4.1 Each Service Attachment shall reflect which method of compensation that will be used, including Traffic Factors, assumed minutes, or other special arrangements.

4.4.2 In the event Traffic is exchanged indirectly, Citizens may utilize its own systems or third party records to calculate Mobile-To-Land Traffic terminated by Carrier in a specific End Office. In the event Citizens is unable to determine the amount of Mobile-To-Land Traffic Citizens terminates from Carrier in a specific End Office or multiple End Offices, the Parties will negotiate a mutually agreed upon method for the calculation of Mobile-To-Land terminated by Citizens to allow for reciprocal compensation for terminated traffic in the applicable End Offices. This includes allowing Citizens to perform traffic studies on the applicable trunk groups to determine a monthly average for billing purposes on assumed minutes of use. These studies may be repeated to establish a new monthly average at Carrier's request no more than twice per year.

4.5 Transit Service. Citizens shall provide a Transit Service to Carrier to deliver calls in the Mobile-To-Land Direction to points in the MTA in which Carrier's System is located at Transit Service rates set forth in the Service Attachment to this Agreement. Citizens shall also provide a Transit Service to other non-party telecommunications carriers to deliver calls in the Land-to-Mobile Direction to Carrier; however, Carrier shall not be responsible to pay Citizens the Transit Service rates on such Traffic and Citizens does not have any responsibility to pay any charges for termination of any Land-to-Mobile Transit Traffic. Carrier further acknowledges that Citizens does not have any responsibility to pay any charges for termination of any Mobile-to-Land Transit Traffic and any such charges will be addressed by Carrier and the third party carrier terminating such Traffic.

4.6 For billing purposes as specified on the Service Attachment, if Carrier is unable to classify on a automated basis Traffic that is delivered by Carrier as Local or Non-Local, Carrier will provide Citizens with a percent local use (PLU) factor, which represents the estimated

portion of total Traffic delivered by Carrier to Citizens that originates and terminates within the same MTA, and a percent interMTA (PIMU) factor, which represents the estimated portion of interMTA Traffic. The PLU factor will be applied to the measured Mobile-To-Land minutes of use terminated on Citizens's System to determine the minutes of use for which reciprocal Termination and Transport rates apply. The PIMU factor is applied to the remaining minutes of use to determine the portion of Non-Local minutes to be billed at access rates. The Parties may update the PLU and PIMU factors every six (6) months and such that the new factors will be effective on January 1 and July 1 of each year of this Agreement, unless otherwise agreed to by both Parties.

4.6.1 Carrier warrants that the PIMU factor provided and agreed to in Service Attachment represents an estimate in good faith based upon Carrier's internal studies. If traffic studies performed by Citizens provide data that indicates a PIMU that is higher or lower than the Carrier-provided PIMU, then Citizens and Carrier agree immediately to adjust the PIMU factor based upon the traffic studies and allow Citizens to invoice for up to 3 months retroactively the associated Non Local minutes at access rates.

4.7 Taxes. Any federal, state or local excise, license, sales, use or similar taxes, fees or surcharges (a "Tax") (excluding any Tax on either Party's corporate existence, status or income) resulting from the purchase of any Connecting Facilities or services under this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law. If a Party is permitted to pass along such Tax to the other Party, then the providing Party shall only be obligated to collect such Tax from the purchasing Party and remit such collected Tax to the applicable taxing authority. Any such Tax shall be shown as separate items on applicable billing documents between the Parties. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish to the providing Party proper resale tax exemption documentation as authorized or required by law in the jurisdiction providing the resale tax exemption. A Party's failure to timely provide resale tax exemption documentation will result in no exemption being available to the purchasing Party. Either Party obligated to pay or be responsible to collect any Tax may contest a Tax in good faith, at its own expense, and shall be entitled to the full benefit of any refund or recovery, provided that such contesting Party shall not permit any penalty, interest, claim or lien to exist on any asset of or be asserted against the other Party by reason of the contest. The other Party shall cooperate in any such contest by providing records, testimony, and such other additional information or assistance as may reasonably be necessary to pursue the contest. In the event either Party is audited by a taxing authority, the other Party shall cooperate with the Party being audited so that the audit or any resulting controversy may be resolved expeditiously.

4.8 To the extent applicable, the Parties shall act in accordance with the FCC's orders and regulations for intercarrier compensation relating to Internet Traffic. In the event that Citizens elects to exchange Internet Traffic with any local exchange carrier in the State subject to the applicable compensation rates set forth in the Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("ISP Remand Order"), then Citizens agrees to provide written notice to Carrier of any such election and to comply with the applicable requirements of the ISP Remand Order.

4.9 MECAB Billing

When required, meet-point billing arrangements between the Parties for jointly provided Switched Exchange Access Services on access toll connecting trunks will be governed by the terms and conditions of a mutually agreeable arrangement which the Parties will work to develop.

4.10 When measurement capabilities are not available in a Citizens' end office or access tandem, the following assumed minutes of use figures will apply to charges for reciprocal compensation for traffic exchanged between Parties in both the MOBILE-TO-LAND DIRECTION and the LAND-TO-MOBILE. Each Party agrees each DSO will equal 5,000 assumed minutes of use per month for each voice grade connecting circuit. For example, based on the Traffic Factors above: Citizens would bill Carrier 3,750 minutes per month for each DSO and Carrier would bill Frontier 1,250 minutes per month for each DSO (90,000 and 30,000 respectively for a DS1).

4.11 The Parties agree to assume that 75% of the total local minutes exchanged between the Parties originate on Carrier's System and 25% of the total local minutes exchanged between the Parties originate on Citizens's System (i.e., the ratio of Mobile to Land traffic is 75/25).

SECTION 5. BILLING AND PAYMENT

5.1 Each Party shall submit to the other Party a monthly billing statement for services and charges incurred by the other Party under this Agreement. Each billing statement will be based on a consistent, regular bill date and will reflect (a) reciprocal compensation due each Party; (b) Transit Service compensation due Citizens; (c) and any other charges for services due each Party under this Agreement. Neither Party shall bill the other Party for Traffic or Connecting Facilities that is more than twelve (12) months prior to the date of the billing statement.

5.2 Each billing statement shall be sent as follows:

Carrier:
Verizon Wireless
Billing Analyst
3838 N. Causeway
Metairie, LA 70002

Citizens:
Citizens Communications Group
Attention: Access Verification
14450 Burnhaven Drive
Burnsville, MN 55306

The address to which billing statements are sent may be changed by either Party by written notice given to the other Party pursuant to Section 15.

5.3 Each Party agrees to pay the other Party all undisputed charges specified in a billing statement within thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday, or legal holiday, payment for such bills will be due on the next business day following the Saturday, Sunday, or legal holiday. If a billing statement is not received at least twenty-five (25) days prior to the payment due date, then the billing

statement shall be considered delayed. When a billing statement has been delayed, the due date will be extended by the number of days the bill was delayed, upon the request of the receiving Party. A late payment charge will be applied to the unpaid balance excluding any amount disputed by a Party. The late payment charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill. The rate for the late payment charge will be the same as found in Citizens's FCC No. 1 Tariff.

5.4 If any portion of an amount billed by a Party ("Billing Party") is subject to a bona fide dispute between the Parties, the Party billed ("Billed Party") shall within thirty (30) days of its receipt of the billing statement containing such disputed amount give written notice to the Billing Party of the amount it disputes and the specific details and reasons for disputing each item ("Billing Dispute"). A Party may also dispute prospectively with a single notice a class of charges that it disputes. The Billed Party shall pay when due all undisputed amounts to the Billing Party. Notice of a Billing Dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid.

5.5 Both Parties shall use the dispute resolution procedures as described in Section 17 to address a Billing Dispute.

SECTION 6. ALLOWANCE FOR INTERRUPTIONS

6.1 When use of the Connecting Facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party including any contractor or supplier of the interrupted Party, the interrupted Party will, upon request, be allowed a credit as follows:

6.2 The amount of credit to Carrier will be an amount equal to the pro rata monthly charge for the period during which the facility affected by the interruption is out of service.

6.3 Claims for reimbursement shall be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 16 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars ($5.00).

6.4 A credit will not be applicable for any period during which the interrupted Party fails to afford access to the Connecting Facilities furnished by the other Party for the purpose of investigating and clearing troubles.

SECTION 7. AUDIT

7.1 To verify the accuracy of billing for Traffic and Connecting Facilities, Citizens and Carrier agree to exchange reports and/or data to fulfill the obligations of each Party under this Agreement. Either Party ("Auditing Party") may, upon written notice to the other Party ("Audited Party"), conduct an audit of the Audited Party's books, records, documents, and systems for the purpose of evaluating the accuracy of the Audited Party's bills. An audit may be

conducted no more frequently than once per consecutive 12-month period, provided, however, that audits may be conducted more frequently if the preceding audit found billing inaccuracies in favor of the Auditing Party having an aggregate value of at least $5,000.00 or five percent (5%) of the aggregate gross billings during a 12-month period, whichever is greater.

7.2 The audit shall be performed by the Auditing Party or a third party selected and paid by the Auditing Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon the Parties; provided, however, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate in any such audit, providing reasonable access to employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

7.5 All information received or reviewed by the Auditing Party in connection with an audit is deemed to be considered Proprietary Information as defined by and subject to this Agreement. The use of such information shall be limited to the preparation of an audit report for appropriate distribution to employees or agents of a Party with a need to have the results of the audit and to make adjustments, as necessary, to correct any errors or omissions disclosed by the audit. Such adjustments will be made in a timely manner by the Party in whose System the error or omission was discovered. To the extent an audit involves access to information of other telecommunications carriers, Citizens and Carrier will aggregate such data before release to the Auditing Party to insure the protection of the proprietary nature of information of other competitors. To the extent another telecommunications carrier is an Affiliate of the Audited Party, the Auditing Party shall be allowed to examine such Affiliate's disaggregated data as required by reasonable needs of the audit.

SECTION 8. TERM AND TERMINATION OF AGREEMENT

8.1 This Agreement will become effective upon execution and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with written notice of its intent to terminate or renegotiate at least ninety (90) days prior to the end of the initial term or any successive renewal term. During any such renegotiation, the rates, terms, and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

8.2 The date when the Connecting Facilities furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties, subject to applicable Commission approval. If service is not established by such date, or in the event Carrier ceases to engage in

the business of providing CMRS service, either Party may terminate this Agreement on thirty (30) calendar days notice subject, however, to payment for facilities or arrangements provided or for costs incurred.

8.3 This Agreement will immediately terminate upon the suspension, revocation, or termination of a Party's authority to provide telecommunications services over its System. Each Party agrees to promptly notify the other Party of any such order of revocation or termination. If a Party's authority is temporarily suspended, the Agreement shall be temporarily suspended until such time as the Party's operating authority is restored.

8.4 This Agreement may be terminated at any time by either Party upon not less than thirty (30) calendar days written notice of a material breach of this Agreement by the other Party, which breach remains uncured for such thirty (30) days period. No actual service disconnection shall occur without prior approval from the Commission.

8.5 If a dispute arises between the Parties as to the proper charges for the Connecting Facilities or services furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement provided that a bond or escrow account (or other security arrangement reasonably acceptable to both Parties) is made for the security of the amount in dispute. The continuation of such dispute will not be deemed cause for Citizens to refuse to furnish additional Connecting Facilities or services upon request of Carrier or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists, provided financial security for payment of the amount in dispute has been made as stated above. Any dispute arising as to the security arrangement under this Section 8.5 will be subject to the dispute resolution provisions of Section 17.

8.6 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time by the mutual written consent of the Parties.

SECTION 9. CONFIDENTIALITY AND PUBLICITY

9.1 All Confidential Information disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 8.

9.2 As used in this Section 9, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

9.2.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

9.2.2 Any forecasting information provided pursuant to this Agreement;

9.2.3 Customer information (except to the extent that (a) the customer information is published in a directory, (b) the customer information is disclosed through or in the course of furnishing a telecommunications service, such as a directory

assistance service, operator service, Caller ID or similar service, or, (c) the customer to whom the customer information is related has authorized the Receiving Party to use and/or disclose the customer information);

9.2.4 Information related to specific Connecting Facilities or equipment;

9.2.5 Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

9.2.6 Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within thirty (30) days after disclosure, to be "Confidential" or "Proprietary."

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 9.2.5 or 9.2.6.

9.3 Each Party agrees that it will use the Confidential Information received from a Disclosing Party only in performance of this Agreement and will not disclose any Confidential Information of the other Party in whole or in part, including derivations, to any third party, unless the Parties agree to modify this Agreement to provide for a specific nondisclosure period for specific materials. Moreover, the Receiving Party shall:

9.3.1 use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance (but in no case a degree of care less than commercially reasonable) and such degree of care will be reasonably calculated to prevent inadvertent disclosure;

9.3.2 limit access to such Confidential Information to its employees, attorneys, and agents who are directly involved in the consideration of the Confidential Information and inform its employees and agents who have access to such Confidential Information of its duty not to disclose; and

9.3.3 upon discovery of any inadvertent disclosure of Confidential Information, take immediate steps to prevent any further inadvertent disclosure.

9.4 Information will not be deemed Confidential Information and the Receiving Party will have no obligation with respect to any such information which:

9.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the Receiving Party or its Affiliates; or

9.4.2 was at the time of receipt already in the possession of or known to the Receiving Party or by any other Affiliate of the Receiving Party prior to disclosure, or is at any time developed by an employee, agent or contractor of the Receiving Party independently of any such disclosure; or

9.4.3 was disclosed to the Receiving Party by a third person who was not subject to any obligations of confidentiality to the Disclosing Party; or

9.4.4 is disclosed or used by the Receiving Party, not less than five (5) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or is approved for release by written authorization of the Disclosing Party; or

9.4.5 is required to be disclosed by the Receiving Party pursuant to applicable law or regulation, including a subpoena or order, of a governmental agency or disclosure is required by operation of law provided the Receiving Party shall attempt to give at least thirty (30) days (or such lesser time as may be available based on the timing of the request) notice to the Disclosing Party to enable the Disclosing Party to seek a protective order; or

9.4.6 is independently developed by the Receiving Party.

9.5 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

9.6 Notwithstanding the provisions of this Section 9, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or applicable law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

9.7 The Disclosing Party shall retain all of the Disclosing Party's right, title, and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information

9.8 The provisions of this Section 9 shall be in addition to and not in derogation of any provisions of applicable law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, customer proprietary network information provided by applicable law.

9.9 Each Party's obligations under this Section 9 shall survive expiration, cancellation, or termination of this Agreement.

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

9.11 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

9.12 Except for public filings, litigation, or other administrative or judicial proceedings arising from or related to the Agreement, all publicity regarding this Agreement and its Attachment(s) is subject to the Parties' prior written consent.

9.13 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

SECTION 10. INDEMNITY

10.1 Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its subscribers and end-user customers.

10.2 To the extent not prohibited by law or tariff and except as otherwise provided in the Agreement, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers, employees and authorized agents or contractors of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all third party claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

10.3 The Indemnified Party will promptly notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 10. The written notice shall include a statement of facts known to the Indemnified Party related to the claim and an estimate of the amount thereof. If requested by the Indemnifying Party, the Indemnified Party shall tender the defense of such claim, lawsuit or demand.

10.3.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may give written notice to the Indemnifying Party of its intention to 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.

10.3.2 In the event the Indemnified Party elects to decline such indemnification, then the Indemnified Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. Election to decline such indemnification must be in writing and notice must be provided to the Indemnifying Party.

10.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand or lawsuit; provided, however, the Indemnifying Party shall have the right in its discretion to settle any claim, demand or lawsuit.

10.4 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

10.5 Each Party's obligations under this Section 10 shall survive expiration, cancellation, or termination of this Agreement.

10.6 Each Party will reimburse the other Party for any loss through theft of Connecting Facilities provided under this Agreement on such Party's premises attributable to the reimbursing Party's actions (or to that of its agents or employees), except to the extent that such loss is due to the other Party's negligence.

10.7 The Parties will cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the Connecting Facilities and interchange of Traffic including, without limitation, workers compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel, and slander actions based on the content of communications.

10.8 Neither Party will be required to indemnify or reimburse the other for any claim pursuant to this Section 10 arising out of a single incident, where the amount in controversy is less than One Hundred Dollars ($100.00).

SECTION 11. INTELLECTUAL PROPERTY

11.1 Neither Party shall have any obligation to defend, indemnify, or hold harmless the other Party, acquire any license or right for the benefit of the other Party, arising from any Claim by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any Connecting Facilities by either Party under this Agreement constitutes

direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

11.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, a Party, either express or implied, with respect to any patent, copyright, trademark, service mark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, except to the extent necessary for the other Party to use any Connecting Facilities or equipment (including software) or to receive any service under this Agreement or as specifically required by applicable federal and state law relating to interconnection and access to telecommunications facilities and services, and for no other purpose. Any such right or license under this Section is granted "AS IS" and the other Party's exercise of such right or license shall be at the sole and exclusive risk of the other Party.

SECTION 12. WARRANTIES AND LIABILITY

12.1 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE OTHER PARTY'S USE OF CONNECTING FACILITIES OR SERVICES PROVIDED UNDER THIS AGREEMENT.

12.2 As used in this Section 12, "Service Failure" means a failure to comply with a direction to install, restore or terminate Connecting Facilities under this Agreement, a failure to provide services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any services under this Agreement.

12.3 Except as otherwise stated in Section 12.6, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's customers, and to any other person, for claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the services that are subject to the Service Failure for the period in which such Service Failure occurs.

12.4 Except as otherwise stated in Section 12.6, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

12.5 The limitations and exclusions of liability stated in Sections 12.2 through 12.4 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence or a Party), or otherwise.

12.6 Nothing contained in Sections 12.2 through 12.5 shall exclude or limit liability:

12.6.1 under Sections 10, Indemnification, or 4.7, Taxes;

12.6.2 for any obligation to indemnify, defend, and/or hold harmless that a Party may have under this Agreement;

12.6.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or toxic or hazardous substances, to the extent such damages are otherwise recoverable under applicable law;

12.6.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest; or

12.6.5 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

SECTION 13. RECORD RETENTION

13.1 Each Party shall keep adequate records of its operations and transactions under this Agreement and, subject to the confidentiality provisions contained in Section 9 of this Agreement, shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

13.2 All data associated with the provision and receipt of Connecting Facilities and services pursuant to this Agreement will be maintained for the greater of:

13.2.1 the retention time required by law for maintaining federal, state, and local tax information;

13.2.2 the retention time required by law or regulation in order to substantiate or reconstruct an end-user invoice; and

13.2.3 the retention time currently used by Citizens for its billing information or Carrier for its own billing information, in compliance with legal or regulatory requirements; or

13.2.4 the retention time as agreed to by both Parties in writing.

13.3 In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and it results in an inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Parties' average monthly usage in the preceding three (3) months and shall use the agreed data for settlement of compensation owing under this Agreement.

13.4 Each Party shall, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other applicable federal or state regulatory authorizations.

SECTION 14. AMENDMENTS; WAIVERS

14.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

14.2 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. Any waiver of default by the other Party shall not be deemed a waiver of any other default.

14.3 No course of dealing or failure of either Party to strictly enforce any term, covenant, or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants or conditions, but the same shall be and remain in full force and effect.

SECTION 15. NOTICES AND DEMANDS

15.1 All notices, demands, or requests which may be given by one Party to the other Party under this Agreement (other than trouble reports and notice of interruption pursuant to Sections 3 and 5) will be in writing (or made electronically, followed by written confirmation thereof) and shall be (i) delivered in person; (ii) sent via telex, telefax, e-mail or cable; (iii) sent by the United States Mail via certified mail return receipt requested; or (iv) delivered by an overnight express courier. Any such notice shall be effective upon receipt of the Party. Any notice, demand or request shall be addressed as follows:

For Carrier:
Verizon Wireless
Attn: Mary Bacigalupi
2785 Mitchell Drive, MS 8-1
Walnut Creek, CA 94598
Telephone No. (925) 279-6006
Fax No. (925) 279-6621

For Citizens:
Citizens Communications
Attn: Manager of Interconnection
180 South Clinton
Rochester, NY 14646
Telephone No. (585) 777-5645
Fax No. (585) 424-1196

15.2 If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery will be obtained.

15.3 The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 16. ASSIGNMENT

Any assignment by either Party of this Agreement or any right, obligation, interest or duty, in whole or in part, without the prior written consent of the other Party will be void, except either

Party may assign the Agreement or all or part of its rights and obligations to any legal entity which is an Affiliate of that Party without consent, but with written notification. Such written consent to assignment to all other entities will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assignees of such Party and such assignment will not waive any right or remedy available to either Party under law, regulation or this Agreement, including without limitation the right of set-off. Each Party, upon prior written notice to the other, may from time to time and without additional consideration add any of its future Affiliates as parties to this Agreement and the other Party shall reasonably cooperate in amending this Agreement to effect such an addition; provided, however, such addition is subject to the condition that any such added Affiliate of Citizens be a local exchange carrier and any such added Affiliate of Carrier be a CMRS carrier.

SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION

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

17.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach, except for (i) an action seeking a temporary restraining order or injunction related to the confidentiality provisions of Section 9 or to compel compliance with this dispute resolution process; or (ii) disputes that fall within the jurisdiction of the FCC or the Commission, unless the Parties agree at the time of the dispute to submit the matter to arbitration.

17.2 At the written request of a Party, each Party shall appoint within ten (10) business days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of forty-five (45) days after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

17.3 If the negotiations do not resolve the dispute within forty-five (45) days after the initial written request, the Parties may raise such dispute to a court of competent jurisdiction, the FCC or Commission. Alternatively, the Parties may by mutual consent elect to submit such claim to either non-binding or mutual binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. Any arbitration mutually agreed upon by the Parties will be conducted in accordance with the procedures set out in those rules. Reasonable discovery shall

be allowed and controlled by the arbitrator. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the capital city of the State or as mutually agreed to by the Parties. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. 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. The arbitrator shall not have authority to award punitive damages. Where both Parties consent to mutual binding arbitration, the decision of the arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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

17.5 Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendancy of any dispute resolution or arbitration undertaken pursuant to this Section 17. With respect to a Billing Dispute under Section 5.4, the disputing Party may withhold payment of the disputed amount, but must pay all charges not in dispute per the payment terms in this Agreement. The disputing Party will cooperate with the billing Party to resolve any dispute expeditiously. If the Parties fail to resolve the Billing Dispute within thirty (30) days of written notice of a disputed amount, then either Party may submit the dispute to binding arbitration pursuant to Section 17.3 of this Agreement. Any amounts which are then determined to be owing to the billing Party shall be paid within ten (10) days of the decision. In the event the Billing Dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to a late payment penalty under Section 4.5.

17.6 No arbitration demand or other judicial or administrative action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

SECTION 18. GOVERNING LAW

18.1 This Agreement shall be deemed to be a contract made under and will be governed by, construed, interpreted, and enforced in accordance with the Act and the FCC's rules. To the extent federal law is inapplicable, the Agreement will be subject to the domestic laws of the State of Nebraska, without regard to its conflicts of laws rules.

18.2 Each Party shall remain in compliance with applicable law in the course of performing this Agreement.

18.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of applicable law, or acts or failures to act of any governmental entity or official.

18.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

18.5 If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

18.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law, significantly affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, including the rates identified in the Service Attachment(s), the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

SECTION 19. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

SECTION 20. HEADINGS

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement. This Agreement is the joint work product of representatives of Citizens and Carrier. For convenience, it has been drafted in final form by one of the Parties. In the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

SECTION 21. FORCE MAJEURE

21.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement which results from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power failure, unusually adverse weather conditions, inability to secure equipment, software, products, services or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions).

21.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-

performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

21.3 Notwithstanding the provisions of Section 21.1 and 21.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

21.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

SECTION 22. REGULATORY APPROVAL

22.1 This Agreement is subject to approval by the Commission. This Agreement will not be effective in such state notwithstanding the Parties' signatures until after such approval has been obtained.

22.2 Each Party agrees to cooperate with each other and take all steps necessary and proper to expeditiously obtain approval of this Agreement. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission. During the term of this Agreement, each Party agrees to continue to cooperate with each other so that the benefits of this Agreement may be achieved.

SECTION 23. THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party, assignee, or successor of a Party to this Agreement and shall not be construed to provide any such third party with any remedy, claim, liability, reimbursement, cause of action, or other privilege or right in excess of those existing without reference to this Agreement.

SECTION 24. NO JOINT VENTURE

The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers, or agents of one another. 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 or in the name or on behalf of the other Party unless otherwise expressly permitted in writing 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.

SECTION 25. REMEDIES

Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

SECTION 26. TIME OF ESSENCE

Time is of the essence of this Agreement.

SECTION 27. PRONOUNS

Pronouns used herein are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require; the term "person" includes an individual, corporation, association, partnership, limited liability company, limited liability partnership, trust, and any other organization; and the term "includes" is to be construed as without limitation.

SECTION 28. FURTHER ASSURANCES

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

SECTION 29. ENTIRE AGREEMENT

This Agreement, including the preamble and all Attachment(s) hereto, shall constitute the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, neither Party is bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. All exhibits referred to in this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Interconnection and Traffic Interchange Agreement for Cellular and Other Two-Way Mobile Radio Services to be executed in their behalf on the dates set forth below:

Sioux City MSA Limited Partnership d/b/a Verizon Wireless
By Cellular Inc. Network Corporation, Its General Partner

Omaha Cellular Telephone Company d/b/a Verizon Wireless
By AirTouch Nebraska LLC, Its General Partner
By Cellco Partnership, Its Sole Member

By: _____

Typed: Howard H. Bower

Title: Area Vice President Network - Midwest Area

Date:_____

Citizens Telecommunications Company of Nebraska

By: [signature]

Typed: Kim Czak

Title: Director Carrier Svc

Date: 2/2/05

ATTACHMENT 1

CITIZENS'S CONTACT LIST

General Repair (switch), 800-921-8104

Circuit based trouble, EAST 800-565-1619

Circuit based trouble, WEST 800-716-2425

NEW ORDERS ONLY
Specialist, Sales Support, ICSC - 1-888-444-2267

Carrier's Account Management group can be contacted for up to date specific market contact information.

SERVICE ATTACHMENT – INDIRECT

Description

Carrier OCN: 5807

The Point of Interconnection (POI) for this indirect interconnection is at the local exchange boundary of Citizens.

Note: Citizens and Carrier may indirectly exchange traffic through the facilities of third parties per the Agreement.

Both Parties will cooperate with each other to document where Carrier has interconnection facilities with Citizens and properly complete this Service Attachment.

Section 1 – Usage Sensitive Charges

1.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The rates in this Section 2 constitute compensation to the Parties for both the Transport and Termination of Local Traffic interchanged between them.

1.2	Mobile-to-Land (Terminating) per minute of use	$0.0112
	Land-to-Mobile (Carrier charges Citizens) per minute of use	$0.0112
	Wireline to Wireline (Land to Land) in both directions	$0.00 (Bill & Keep)
	Non-Local Traffic	Switched Access Rates apply
1.3	Transit Service Rate	$0.0055
1.4	PIMU/PLU Factors as described in Section 4.6	
	PIMU (interMTA)	0%
	*Percent interstate usage	50%
	*Percent intrastate usage	50%
	PLU	100%

*These factors apply only to interMTA traffic

1.5 Initial Traffic Factors:
Mobile-to-Land 75%
Land-to-Mobile 25%

Section 2 – Network Facilities

2.1 If Citizens is requested to provide facilities between the POI and any Carrier facilities or locations within Citizens service area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC No. 1 Tariff. The rates for such facilities set forth in Citizens FCC No. 1 Tariff, are subject to change during the term of this Agreement

2.2 Initial Traffic Factors:
Carrier shall pay 75% of the recurring and non-recurring two-way facility as noted in Section 4.2.2 of the Agreement. Citizens shall pay 25% of the recurring and non-recurring two-way facility as noted in Section 4.2.2 of the Agreement.