AGREEMENT FOR LOCAL INTERCONNECTION

between

Citizens Telecommunications Company of Nebraska

and

MCImetro Access Transmission Services, LLC

Dated: March 15, 2005

AGREEMENT FOR LOCAL INTERCONNECTION

Table of Contents

		Page
SECTION 1.	RECITALS AND PRINCIPLES	2
SECTION 2.	GENERAL DEFINITIONS	2
SECTION 3.	DEPOSIT AND ADVANC PAYMENT REQUIREMENTS	4
SECTION 4.	CARRIER ACCOUNT SETUP	4
SECTION 5.	SERVICE TO END USER	4
SECTION 6.	COORDINATION OF TRANSFER OF SERVICE (excluding resale)	5
SECTION 7.	AUDIT	7
SECTION 8.	DISPUTE RESOUTION	7
SECTION 9.	FORCE MAJEURE	8
SECTION 10.	REGULATORY APPROVAL	8
SECTION 11.	ENTIRE AGREEMENT	8
SECTION 12.	TERM OF AGREEMENT	9
SECTION 13.	INSURANCE	9
SECTION 14.	AMENDMENT OF AGREEMENT	10
SECTION 15.	WAIVERS	10
SECTION 16.	INDEPENDENT CONTRACTORS	10
SECTION 17.	LIMITATION OF LIABILITY	10
SECTION 18.	INDEMNITY	11
SECTION 19.	DISCLAIMER OF WARRANTIES	11
SECTION 20.	ASSIGNMENT	12
SECTION 21.	CONTROLLING LAW	12
SECTION 22.	SEVERABILITY	12
SECTION 23.	NO JOINT VENTURE	12
SECTION 24.	CHARGES AND PAYMENT	12
SECTION 25	DEFAULT	13
SECTION 26.	CONFIDENTIALITY AND PUBLICITY	14
SECTION 27.	NO RIGHTS TO THRID PARTIES	15
SECTION 28.	HEADINGS	15
SECTION 29.	EXECUTION IN DUPLICATE	16
SECTION 30.	OTHER OBLIGATIONS	16
SECTION 31	NOTICES	16

ATTACHMENT 1 – TRANSPORT AND TERMINATION
EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT & SPECIFIED POINTS OF INTERCONNECTION

ATTACHMENT 2 – LOCAL NUMBER PORTABILITY

ATTACHMENT 3 - PRICING

ATTACHMENT 4 – ANCILLARY SERVICES

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 15th day of March, 2005, is by and between Citizens Telecommunications Company of Nebraska, a Delaware corporation, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Citizens") and MCImetro Access Transmission Services, LLC, a Delaware corporation, having its principal place of business at 22001 Loudoun County Parkway, Ashburn, VA 20147 ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties]

SECTION 1. RECITALS AND PRINCIPLES

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

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

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

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

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

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

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

2.3. Act means the Communications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable Commission if required.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

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

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

2.10 End User means the ultimate user or consumer of the telecommunications services being sold or resold by either party.

2.11 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

2.12 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

2.13 Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and with out limiting the forgoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services.

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

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

2.16. Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services.

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

2.18. Local Traffic shall refer to calls originated by one Party's End User and terminated to the other Party's end users within the local exchange area or extended area service toll free calling area as

defined in Citizens' tariff's. To be considered local, calls must be actually originated by and actually terminated to NXXs physically rated within the same local calling area. Foreign exchange or foreign exchange like service will be treated as Local Traffic and will be billed as Bill and Keep.

2.19. Local Service Provider Guide (the "Guide") means the document provided to Carrier by Citizens, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Citizens . This document is to be used as reference only and is not a part of this agreement nor is it binding on Carrier.

2.20 Network Interface Device (NID) is a device that connects the inside wire at the End User Customer Location to a telephone network.

2.21. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic. The POI is that point where the exchange of traffic takes place and where the financial responsibility of each Party begins.

2.22 Reciprocal Compensation is as described in the Act.

2.23 "Transit Service" is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Citizens' over the local interconnection trunk group between Carrier and Citizens where appropriate trunks exist between Carrier and third party through Citizens tandem. The following traffic types will be delivered: (I) Local Traffic and ISP bound traffic originated from Carrier to such third-party, and (ii) Local Traffic and ISP bound traffic originated from such third-party to Citizens' tandem and terminated to Carrier.

2.24. Wire Center. A wire center is the location of one or more local switching systems, a point at which End Users' loops converge.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Either Party may, in order to safeguard its interest, require the other Party to make a deposit to be held by the Party as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed customer deposit rate, if and when Carrier pays its undisputed bills on time for 18 consecutive months.

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

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

3.4. Each Party reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. A Party requiring payment of a deposit shall pay interest on the deposit, at least once annually, at a rate equal to the rate the Party charges for late payment of invoices as allowable by law.

SECTION 4. CARRIER ACCOUNT SET UP

4.1. Carrier must provide the appropriate Citizens representative the necessary documentation to enable Citizens to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide telecommunications services within Citizens territory, and proof that tariffs are on file and approved by the applicable Commission (in the event that the state Commission requires the filing of such tariffs).

SECTION 5. SERVICE TO END USER

5.1 The Party will be the End User of Record for all services purchased from the other Party. Except as otherwise specified herein, each Party will only take orders from, bill and expect payment from the other Party for all services. The Parties will serve as the single point of contact for all services purchased pursuant to this Agreement.

5.2. The Parties will continue to bill the End User for any services that the End User specifies it wishes to receive directly from the Parties.

5.3. The Parties maintain the right to actively market and serve directly any End User within the Party's serving area. The Parties will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of the other Party

5.4. Service is furnished subject to the condition that it will not be used for any unlawful purpose. The Parties may refuse to provide service to the other Party when it has reasonable grounds to believe that service will be used in violation of the law.

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

5.6 The Parties may refuse to provide service to the other Party when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of it's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users.

5.7 Each Party will be the single point of contact with the other Party for all subsequent ordering activity resulting in additions or changes to services except that will accept a request directly from the End User for conversion of the End User's service from one Party to another or will accept a request from another Carrier for conversion of the End User's service from the Carrier to the other Carrier.

SECTION 6. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

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

6.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Citizens may describe some of these procedures in its Guide. Reference to Citizens' Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this Agreement and / Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

6.3. Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Either Party may charge the other Party for the coordinated transfer of service activities scheduled outside of the specified hours at the usual and customary hourly labor rates.

6.4. Letter of Authorization. Each Party is responsible for obtaining an authorization from each End User initiating transfer of service from one Party to the other Party. Such authorization shall be obtained as retained as required by law. A Party requesting a transfer of service under this Agreement shall be deemed to be representing to the other Party that the requesting Party has obtained such authorization.

6.5. If an end user complains that service was transferred without authorization, the Party requesting the transfer will bear the burden of proving that authorization had been obtained. If such Party is not able to meet this burden, such Party shall be responsible for the applicable nonrecurring charges to restore the service. If the end user's service has not been disconnected and services have not yet been established, the Party requesting the transfer will be responsible to pay the applicable services order charge. If the end user's service has been disconnected and the end user's service is to be restored, the Party requesting the transfer will be responsible to pay the applicable nonrecurring charges set forth in the other Party's applicable tariff to restore the end user's prior service with the other Party

6.6. Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable tariff.

6.7 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor requests for disconnect and service announcement initiation, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring service will provide to the other Party the End User's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the End User is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement

where available will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

6.8. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnect and local number portability (LNP) where available (Citizens has verified that LNP is available in New York, Florida, West Virginia, Nebraska and Illinois and interim portability will not be required in this Agreement) from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

6.9. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

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

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

6.12 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment - 3, Pricing.

6.13 Service Date Modifications/ Customer Not Ready. Carrier may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order confirmation (FOC). Supplemental order charges are listed in Attachment - 3, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Carrier will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 7. AUDIT

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the

"Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties are unable to agree on whether an auditor in this section must be an independent third party, and no inference shall be drawn from this section regarding the requirements for auditors.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 8 of the General Terms and Conditions of this Agreement.

7.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

7.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

7.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the Commission-prescribed customer deposit rate. for the number of days from the latter of: (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the over-payment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

SECTION 8. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation. If mediation is unsuccessful within 30 days of either Party's request for mediation, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties and the dispute. Mediation shall not be required for disputes in which service to either Party's existing end user customers is disrupted. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 9. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with

by reason of any of the following:

9.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

9.2. War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;

9.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

9.4 Labor difficulties, such as strikes, picketing or boycotts;

9.5. Delays caused by other service or equipment vendors;

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

SECTION 10. REGULATORY APPROVALS

10.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

10.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, or which impose new or different obligations on a Party, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 8 (Dispute Resolution) hereof.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

SECTION 11. ENTIRE AGREEMENT

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

SECTION 12. TERM OF AGREEMENT

12.1 This Agreement will become effective upon execution by both Parties with the date of the second signature and will continue for a period of 2 years 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 no less than ninety (90) day's prior, written notification of, its desire to renegotiate or terminate at the end of the initial or any successive period. If Carrier does not respond to Citizens' written notification of the intent to renegotiate or terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. If Carrier does respond to Citizens' written notification of the intent to renegotiate or terminate the Agreement prior to the expiration of the Agreement term, the Agreement shall not terminate, but instead shall renew pursuant to this section, pending renegotiation of an Agreement. If Carrier provides Citizens with proper notice of Carrier's desire to renegotiate, this Agreement shall not terminate, but instead shall renew pursuant to this section, pending renegotiation of the Agreement. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 13. INSURANCE

13.1 Carrier will carry or cause to be carried the following insurance coverages which will be paid for and maintained at all times during the term of this Agreement. Such coverages will be provided through an insurance provider with an A.M. Best financial rating of "A-" or better.

13.1.1 Commercial General Liability Insurance with a minimum limit of liability of $2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("x,c,u") will be included.

13.1.2 Business Automobile Liability Insurance with a minimum limit of liability of $500,000 combined single limit for each occurrence for bodily injury, including death, and property

13.1.3 Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit.

13.1.4 Excess Liability Insurance with a minimum limit of $10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

13.1.5 Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Citizens 's property or located at or used at Citizens 's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Citizens in connection with any damage covered by the policy.

13.1.6 Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to the Citizens . The insurance companies referenced on such evidence will give the Licensor at least thirty(30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

SECTION 14. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 15. WAIVERS

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 16. INDEPENDENT CONTRACTORS

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

SECTION 17. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. EITHER PARTY MAY BE LIABLE TO THE OTHER FOR A LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF THE WILLFUL MISCONDUCT BY THE OTHER PARTY IN CONNECTION WITH THE

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

17.1 Except to the extent provided by this Agreement or applicable law no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of negligence or willful misconduct.

SECTION 18. INDEMNITY

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

18.2 The Indemnified Party will 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 and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(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 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.

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

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

SECTION 19. DISCLAIMER OF WARRANTIES

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY A PARTY OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY A PARTY UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

19.2 It is the express intent of the Parties that each Party be solely responsible for all claims of its End-Users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End-Users.

SECTION 20. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity or to any affiliated entity that is not certificated as a local exchange Carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent to assignment shall not be unreasonably withheld A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate that is certificated as a local exchange Carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 21. CONTROLLING LAW

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

SECTION 22. SEVERABILITY

Subject to Section 10, Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 23. NO JOINT VENTURE

Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

SECTION 24. CHARGES AND PAYMENTS

24.1 In consideration of the services provided by Citizens' under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services

provided by Carrier under this Agreement, Citizens' shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:

MCI Telco Cost Management
205 North Michigan Avenue
Attn: Reciprocal Compensation
Suite, 1100
Chicago, IL 60601

To Citizens:

Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

24.2 A monthly billing statement with a consistent, regular bill date shall be prepared by each Party and will reflect the calculation for the amounts due under this Agreement All bills dated as set forth above will be due 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 last business day preceding the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

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

24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party.

24.3.2 In the event that a billing dispute is resolved in favor of the Billed Party and the Billed Party paid the disputed amounts, the Billing Party shall be liable to the Billed Party for interest on the overpayment at a rate equal to the late payment penalty described in section 21.3.4 of this Agreement.

24.43..3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 25.3.4 following.

24.3.4 Undisputed amounts shall be paid when due as set forth in Section 21.2 above. If any portion of the payment is received by the Billing Party in funds that are not

immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be the maximum allowed by law.

24.4 Both Parties shall use the Dispute Resolutions procedures as described in Section 8.

24.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement.

SECTION 25. DEFAULT

25.1 In the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may, after the 30-day cure period elapses without a cure:

(1) refuse additional applications for any service provided under this Agreement;

(2) refuse to complete any pending orders for additional services any time thereafter, and/or;

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

25.1.2 If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

25.1.3 Citizens reserves the right to refuse an application for additional services made by Carrier, so long as Carrier is indebted to Citizens or its affiliates for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to Carrier, Citizens or its affiliates may terminate such services unless Carrier satisfies the indebtedness owing to Citizens or its affiliates within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Carrier to receive such notices.

25.1.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is

otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

SECTION 26. CONFIDENTIALITY AND PUBLICITY

26.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 26.

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

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

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

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

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

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

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

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

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

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

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

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

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

26.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one 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 Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

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

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

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

SECTION 27. NO RIGHTS TO THIRD PARTIES

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

SECTION 28. HEADINGS

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

SECTION 29. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 30. OTHER OBLIGATIONS

Citizens will provide MCI with Customer Record Information (CSR) including the customer's name and address, E911 service address(where MSAG is available), directory listing information, telephone number, features, circuit ID, and any other information required to migrate the customer to MCI. The information will be provided by electronic means, (e.g., EDI, GUI, facsimile, or email) within 24 hours of the request. Citizens will provide the CSR at parity to the way in which retail customer record information is provided to its retail representatives. Citizens will provide the CSR at a Telric rate not to exceed the rate charged by the ILEC in the same state in which the CSR is requested.

SECTION 31. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To Carrier:

MCI
Director, National Carrier Contracts & Initiatives
Attn: Peter H. Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147

With Copy to:

MCI
VP-Network and Technology Law
Attn: Tim Vogel
1133 19th St, NW
Washington, DC 20036

And

MCI
Commercial Counsel
Attn: John Monroe
5055 North Point Parkway
1-2011N
Alpharetta, GA 30022

To Citizens:

Frontier, A Citizens Communications Company
Attn: Director - Interconnection
180 South Clinton Avenue

Rochester, New York 14646
Phone number: (585) 777-7124
Facsimile number: (585) 424-1196

With copy to:

Frontier, a Citizens Communications Company
Kevin Saville – Associate General Counsel
2378 Wilshire Blvd.
Mound, MN 55364
Phone number: (952) 491-5564
Facsimile number: (952) 491-5515

and

Frontier, A Citizens Communications Company
Julie Thompson – Interconnection Mgr.
14450 Burnhaven Drive
Burnsville, MN 55306
Phone number: (952) 435-1387
Facsimile number: (952) 435-1126

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 31.

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

MCImetro Access Transmission Services, LLC

By: _____

Typed: MICHAEL A. BEACH

Title: VICE PRESIDENT

Date: 4/4/05

CITIZENS TELECOMMUNICATIONS COMPANY OF NEBRASKA

By: _____

Typed: Richard Burson

Title: SVP. Revenue Assurance REP

Date: 5/11/05

ATTACHMENT 1

Transport and Termination

ATTACHMENT 1 – TRANSPORT AND TERMINATION

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

SECTION 1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. Carrier will agree to establish each POI at a technically feasible point on Citizens network with Citizens. In order to gain connectivity the POI is required at one of the following locations:

a) Single POI at the Citizens Tandem Office to reach all sub tending End Offices
b) Single POI in each contiguous Citizens footprint if no Tandem Office is present.

1.2. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.. If Carrier uses a third party network Carrier to reach the POI, Carrier will bear all third party Carrier charges for facilities and traffic in both directions on its side of the POI.

1.3 Carrier will be responsible for establishing separate trunk groups for:

1.3.1 Local Traffic including ISP Bound Traffic, locally dialed Enhanced Services traffic and Transit Service Traffic where technically feasible on Citizens 's Network.

1.3.2 Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier or Carrier to Citizens to exchange traffic other than Local Traffic..

1.3.3 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

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

1.5 Interconnection will be provided via two-way trunks as specified by Carrier. Carrier will submit ASRs for two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be reciprocal compensation, if applicable and/or Transit Service charges where Citizens tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Citizens Local Service Provider Guide. .

1.6 Carrier will not expect Citizens' local end office switches to act as a tandem on the Carrier's behalf nor will Citizens expect the Carrier's local end office switches to act as a tandem on Citizens' behalf.

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

2.8 Signaling Systems and Administration

2.8.1 The Parties will, where Citizens has the capability, 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 (ISDN) User Part (ISUP) "including ISDN 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.

SECTION 3. Testing and Trouble Responsibilities

The Parties agree to:

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

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

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

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

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

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

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

3.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

3.8.1 No trouble is found in the interconnection trunks; or

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

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

3.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

3.8.5 Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as stated in Attachment 3, Pricing

SECTION . 3 Interconnection Forecasting.

3.1. Parties agree that forecasting is a joint effort and will hold forecasting meetings to ensure expected trunk utilization needs are understood. Semi-annually Carrier will provide a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

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

3.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue a request to resize the trunk group. After securing consent from the other identified representative Party contact, which will be left with not less than 25 percent excess capacity, the Party in control of the ASR will issue the order to downsize. The grade of service for all final facilities between central office and Carrier's will be engineered to achieve P.01 grade of service.

SECTION 4. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic.

4.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. All minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies

only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Citizens and any such other party.

4.1.1 Neither Party expects to terminate material amounts of Local Traffic to the other Party, and to the extent the Parties terminate Local Traffic they expect the volume of Local Traffic each party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 1.3. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep. Open for MCI to check expected traffic volume

4.1.2 The fact that ISP Bound Traffic and de minimus amounts of Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection under Section 5.2 of this Attachment 1, Access Services Traffic, wireless traffic, and Transit Service traffic.

4.2 The Parties will exchanges Enhanced Services traffic other than ISP-Bound Traffic on a bill and keep basis..

4.3 All other Traffic regardless of the protocols used in connection with such traffic, other than ISP Bound Traffic, Local Traffic locally-dialed Enhanced Services Traffic, 911 traffic and Transit Service traffic shall be terminated to a Party subject to that Party's tariffed access charges.

SECTION 5 **Transit Service -**

5.1 Carrier shall compensate Citizens for Transit Service as follows:

5.1.1 Carrier shall pay Citizens a Transit Service charge as set forth in Section 3, Pricing Attachment, for Transit Traffic originated by Carrier and delivered through a tandem switch to a third-party carrier.

5.1.2 Each Party acknowledges that Citizens does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network. To the extent that the originating carrier and/or preceding carrier delivering traffic to Citizens' tandem provide originating carrier identification information and Citizens records the originating carrier information for traffic transiting Citizens' tandem, Citizens will provide its originating carrier information records to MCI.

EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS AND SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION (CLLI Code)	CARRIER POI (CLLI Code)	RC (Rate Center)
_____	* (See Note)	* (See Note)

Note: * To be determined and provided to Citizens prior to the ordering of interconnecting facilities and the commencement of service

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 2

LOCAL NUMBER PORTABILITY

ATTACHMENT 2 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 Terms and Conditions

Citizens will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

An LNP telephone number may be assigned by Carrier only to Carrier's customers located within the rate center, which is associated with the NXX of the ported number.

Six months after LNP becomes available, Interim Service Provider Number Portability (ISPNP) will cease to be available and all existing ISPNP arrangements will terminate.

1.2 Obligations of Parties

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

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

1.2.3 Carrier is required to send to Citizens a completed Bona Fide Request Form for LNP deployment in non LNP capable offices. See Exhibit A..

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

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

1.2.6 Each Party is responsible for the following:

a) Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

b) For providing its own access to the Service Order Administration (SOA).

c) Meeting all the Industry requirements for LNP.

EXHIBIT A

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

DATE: _____ (date of request)

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

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

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

Please provide Requestor's information below:

CARRIER/REQUESTOR:

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]

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

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT A

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

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

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

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

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

EXHIBIT B

Acknowledgment of
LNP Bona Fide Request (BFR)

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

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

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

Switch request(s) accepted:

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

Switch request(s) denied/reason for denial:

_____(CLLI 1)_____
_____
_____(CLLI 2)_____
_____
_____(CLLI 3)_____
_____

Authorized company representative signature/title: _____

ATTACHMENT 3

PRICING

Attachment 3 – PRICING

3.1 RECIPROCAL COMPENSATION

3.1.1 ISP Bound and Local wireline to wireline Traffic will be terminated by the Parties on a Bill and Keep basis.

3.1.2	Transit Service –per MOU	$ 0.0061854/MOU
3.1.3	Wireline to Wireless traffic or Wireless to Wireline traffic	$ 0.011/MOU

3.2 LABOR RATES - Nebraska

	Basic Time	Overtime	Premium Time
Charges for Additional Labor per Security Escort, One hour minimum	$ 47.00	$ 71.00	$ 284.00
Charges for Additional Labor per Engineering, One hour minimum	$ 47.00	$ 71.00	$ 284.00
Charges for Additional Labor per Technician, One hour minimum	$ 47.00	$ 71.00	$ 284.00

Basic Time - Monday through Friday, 8 a.m. to 5 p.m.
Overtime - Monday through Friday, Before 8:00 a.m. and after 5:00 p.m.
Premium Time - Saturday(s), Sunday(s) and Holiday(s)

These rates apply in the absence of a relevant tariff. If there is a relevant tariff, than the tariff rates will apply.

3.3 Customer Loop Information – Per loop

OTHER NONRECURRING CHARGES

Service Order Charge	$14.38
Order Change Charge	*See Supplemental PON Charges
Due Date Charge	**See Supplemental PON Charges
Expedited Orders	***See Miscellaneous Charges

Network modification requests such as, but not limited to, conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on an individual case basis.

3.4 Supplemental PON Charges

3.4.1 A supplement is any new iteration of a local service request.

Supplement # **1**
Cancel - Indicates that the pending order is to be canceled in its entirety.

Charge - $14.38

Supplement # **2**
New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # **3**
Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	$11.01	$17.83	$11.01	$17.83	$8.86	$14.34
*Expedite Charge will be applied ($35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

3.4 OTHER MISCELLENEOUS CHARGES:

3.4.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence	35.20
Business	35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

3.4.2 Preferential/Vanity Numbers

NONRECURRING

Residence $42.33

Business $84.45

3.4.3 Concurrence Charge

The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRING

Residence	$11.02
Business	$17.83

ATTACHMENT 4

Ancillary Services

SECTION 1. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

1.1 Carrier agrees to provide to Citizens, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for Carrier's End User and those of any resellers of Carrier services, located within Citizens operating areas. All Frontier and Citizens area listing information can be entered into the Citizens GUI system. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Citizens prior to the directory listing publication cut-off date, which is posted at www.frontieronline.com under Carrier Services then Directory Services.

1.2. Citizens' will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included. Listings of Carrier's End Users will be interfiled with listings of Citizens' End User and the End User of other LECs, in the local section of Citizens' directories.

1.3 Carrier will identify any of these subscribers that are "non-published" customers. Carrier will provide Citizens' with the directory information for all its End Users in the format specified in the Citizens' Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens' including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Citizens' or its publisher.

1.4 Carrier 's End Users' standard primary listing information in the telephone directories will be provided at no charge. Carrier will pay Citizens' tariffed charges for listings on the same basis as Citizens 's End Users pay.

1.5 Carrier is responsible for all listing questions and contacts with its End User including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Citizens' with appropriate internal contact information to fulfill these requirements.

1.6 Citizens' will accord Carrier directory listing information the same level of confidentiality, which Citizens' accords its own directory listing information. Carrier grants Citizens' full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and will indemnify Citizens' and its publisher from and against any liability resulting from the provisioning of such listings. In exchange for Citizens' providing this subscriber list service, Citizens' will charge, bill, collect and retain all monies derived from the sale of Carrier listings to other directory publishers. Citizens will be authorized to release MCI listings to other directory publishers without prior written authorization from MCI.

1.7 Citizens' will distribute its telephone directories to Carrier 's End Users in the same manner it provides those functions for its own End Users in service territory. For Carrier End Users whose listings are not maintained in a Citizens' database, Carrier shall provide the information needed for the distribution of listings in book form to such End User .

1.7.1 Carrier is responsible for sending to Citizens at the posted date an approximate directory count for its End Users for the purpose of ensuring an adequate quantity is printed.

1.7.2 Carrier is responsible for providing information that includes distribution address and book quantities to Citizens. Citizens will place the same restrictions on the Carrier's End Users as it does for itself when assigning book quantities.

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

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