COMMERCIAL MOBILE RADIO SERVICES

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL NEBRASKA, INC.

AND

NPCR, INC.

FOR

NEBRASKA

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement") shall be deemed effective as of March 14, 2005 ("Effective Date"), is entered into by and between NPCR, Inc. ("Carrier"), a Delaware corporation, having an office at 4500 Carillon Point, Kirkland, WA 98033 and ALLTEL Nebraska ("ALLTEL"), a Delaware corporation, having an office at 4001 Rodney Parham Road, Little Rock, AR 72212 hereinafter referred to collectively as "the Parties".

WHEREAS, Carrier holds authority from the Federal Communications Commission to operate as a cellular licensee to provide Authorized Services in Nebraska, and intends to provide commercial mobile radio services employing such licensed frequency(ies); and

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between ALLTEL and Carrier; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations hereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Nebraska Utilities Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements between the Parties, both written and oral, applicable to the state of Nebraska;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and ALLTEL hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the rules and regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

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

1.3. "Affiliate" is as defined in the Act.

1.4. "Ancillary Services" means optional supplementary services of N11 and Service Access Codes (600, 700, 800 and 900 services, but not including 500 services).

1.5. "Ancillary Traffic" means all traffic destined for ancillary services.

1.6. "Authorized Services" means those wireless services, which Carrier may lawfully provide pursuant to applicable law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties. Authorized Services traffic excludes paging traffic.

1.7. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

1.8. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:

1.8.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.

1.8.2 "Tandem Switches" are switches, which are used to connect and switch trunk circuits between and among Central Office Switches.

1.8.3. "Mobile Switching Center" or "MSC" means an element of Carrier's network which performs the switching for the routing of calls among its end users and end users of other wireless or landline telecommunications companies. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

1.8.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

1.9. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

1.10 "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and an ALLTEL End Office Switch, or between an ALLTEL End Office Switch and a Remote Switch. Common transport is shared between multiple telecommunications carriers.

1.11. "Dedicated Transport" provides a local interoffice transmission path between ALLTEL's Central Office and the Carrier's Central Office. Dedicated transport is limited to the use of a single telecommunications carrier.

1.12. "Effective Date" is the date referenced in the opening paragraph of the Agreement.

1.13. "End Date" is the date this Agreement terminates as referenced in section 3.1.

1.14. "Extended Area Service" or "EAS" is as defined and specified in ALLTEL's then current Tariff.

1.15 "FCC" means the Federal Communications Commission.

1.16 "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

1.17 "Indirect Traffic" means traffic that is originated by the end user of one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. The end user of either Party can not be a telecommunications carrier. Indirect traffic does not require a physical direct trunk group between the Parties.

1.18 "Interconnection" means the connection, direct or indirect, of separate pieces of equipment or transmission facilities within, between or among networks for the transmission and routing of traffic. The architecture of interconnection may include mid-span meet arrangements.

1.19 "Interexchange Carrier" ("IXC") means a carrier that provides or carries toll traffic between a point located in a local access and transport area and a point located outside such area ("InterLATA Toll Traffic") or IntraLATA Toll Traffic. As used in this Agreement, an Interexchange Carrier is not a provider of point to point transport services.

1.20 "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

1.21 "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with ALLTEL's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

1.22 "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged directly or indirectly between ALLTEL and Carrier that originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect ALLTEL's landline retail end user calling scope or interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas, except that ALLTEL agrees to provide local dialing parity for calls to Carrier's NPA/NXXs associated with ALLTEL's local and EAS calling scope. For purposes of this Agreement, Local Traffic does not include any traffic dialed by an ALLTEL retail end user as a toll call to their presubscribed Interexchange Carrier or any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

1.23 "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

1.24 "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.

1.25 "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service, which is to be provided by two or more telecommunications carriers.

1.26 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.27 "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator, which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service, which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.28 "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator, which is defined by the fourth, fifth, and sixth digits of a ten-digit telephone number within the NANP.

1.29 "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.30 "Parity" means, the provision by ALLTEL of services or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those provided to ALLTEL end users or any other entity that obtains such services or numbering resources from ALLTEL. ALLTEL shall provide such services or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its end users or any other entity that obtains such services or telephone numbering resources from ALLTEL.

1.31 "Party" means either ALLTEL authorized to provide Telecommunications Service in the state or Carrier. "Parties" means both ALLTEL and Carrier.

1.32 "Point Of Interconnection" ("POI") is , for direct interconnection, any technically feasible point on ALLTEL's network, subject to ALLTEL having facilities at the POI of sufficient capacity to exchange traffic with Carrier. The availability of a POI will not be limited or restricted as a result of any need by ALLTEL for additional capacity on interoffice facilities between an ALLTEL tandem and a subtending ALLTEL end office. With respect to Carrier's originated indirect traffic, the POI will be adjacent to and on the ALLTEL side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected. With respect to ALLTEL originated indirect traffic, the POI will be adjacent to and on Carrier's side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected. The POI will function as the line of financial responsibility between ALLTEL and Carrier for the exchange of Local Traffic.

1.33 "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.

1.34 "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) of ALLTEL.

1.35 "Tariff" means a document filed at the relevant state or federal regulatory commission for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.36 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.37 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.

1.38 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.39 "Transiting Service" means switching and intermediate transport by a third party, who is not subject to this agreement, for traffic originating from and terminating to the Parties.

1.40 "Trunk" means the switch port interface(s) used and the communications path created to connect Carrier's network with ALLTEL's interconnected network for the purpose of exchanging Authorized Services for purposes of interconnection.

1.41 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.42 "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein include the exchange of traffic between Carrier and ALLTEL that originates and terminates with end users of the Parties. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services provided by ALLTEL under this Agreement are for the exchange of traffic with Carrier that is Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Interconnection will not be used by either Party to terminate or exchange other types of traffic. Neither Party shall deliver any other traffic to the other Party unless it has obtained that Party's written consent. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network.

1.2. ALLTEL shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. ALLTEL agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

1.3. The services and facilities to be provided to Carrier by ALLTEL in satisfaction of this Agreement may be provided pursuant to ALLTEL Tariffs and then current practices on file with the appropriate Commission or FCC. In the event the provisions of this Agreement and the Tariff are in conflict, then the terms of the Tariff will prevail to the extent the Tariff is referenced in this Agreement.

2. REGULATORY APPROVALS

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the appropriate State Commission for approval in accordance with Section 252 of the Act. ALLTEL and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith only such revisions as may reasonably be necessary to achieve approval.

2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. If the Parties do not come to agreement on the rates, terms, and

conditions of the proposed modification within forty-five (45) days of the date upon which notice was received by one of the Parties, then either Party may seek relief of the dispute from the Commission, FCC, or other court of competent jurisdiction.

2.3. Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

2.4 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. TERM AND TERMINATION

3.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew on a month to month basis, unless and until terminated as provided herein.

3.2 Either Party may terminate or request renegotiations of this Agreement by providing sixty (60) days written notice to the other Party. However, that no such request shall be effective prior to the date two (2) years from the Effective Date of this Agreement.

3.3. This Agreement shall be deemed effective upon the Effective Date, provided however that if either Party has any outstanding past due obligations to the other Party , this Agreement will not be effective until such time as such past due obligations are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date.

3.4. For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment 1 shall be applied to those arrangements. To the extent that ALLTEL is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.

3.5. Except as provided herein, ALLTEL and Carrier agree to provide service to each other under the terms of this Agreement for a period ending on the End Date.

3.6. In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide ALLTEL written notification described in section 3.2. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration request.

3.7. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within forty-five (45) days after written notice thereof. Default is defined to include:

3.7.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

3.7.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.8. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.9. Notwithstanding the above, should ALLTEL sell or trade substantially all the assets in an exchange or group of exchanges that ALLTEL uses to provide Telecommunications Services, then ALLTEL may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice. Such notice will include contact information for successor party-in-interest

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

4.1. In the event that this Agreement is terminated under section 3.0, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of termination so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under section 3.7, or for termination upon sale under section 3.9, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted on a month to month basis at the request of either Party provided that:

4.1.1. a new agreement is voluntarily entered into by the Parties; or

4.1.2. service is provided under such standard terms and conditions or Tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or

4.1.3. Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between ALLTEL and another carrier for the remaining term of that agreement. If neither section 4.1.1 nor section 4.1.2 are in effect, and Carrier does not designate an agreement under this subsection, ALLTEL may designate such agreement.

5. AUDITS AND EXAMINATIONS

5.1. As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per twelve (12)-month period. The audit period will be limited to the previous twelve (12)-month period from the date of the audit request for any adjustments, credits or payments. The data, records and accounts under review by the requesting party will be limited to a reasonable sample within the previous twelve (12) months. Any requests for data, records and accounts beyond a reasonable sample, will be deemed a special data extraction.

5.2. Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided under this Agreement. Within the above-described thirty (30)-day period, the Parties will agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this section 5.3, a "special data extraction" shall mean the

creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any software is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the software is to be retained by Audited Party for reuse for any subsequent Audit.

5.4. The Requesting Party will provide the Audited Party a final audit report listing all findings and compensation owed to each Party. Upon agreement of the audit findings between the Parties, adjustments, credits or payments shall be made and any corrective action shall commence within 30 days. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of one year.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Any intellectual property, which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of ALLTEL to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in ALLTEL's network to the extent of ALLTEL's own use of facilities or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end-user customers.

6.2. Following notice of an infringement claim against ALLTEL based on the use by Carrier of a service or facility, Carrier shall at Carrier's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if Carrier fails to do so, ALLTEL may charge Carrier for such costs as permitted under a Commission order.

7. LIMITATION OF LIABILITY

7.1. With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which time such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors which are caused by the negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

7.2 Neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages suffered by such other party (including, without limitation, damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party), regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind, whether active or passive, and regardless of whether the parties knew of the

possibility that such damages could result. Each party hereby releases the other party (and such other party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claims. Nothing contained in this section will limit a party's liability to the other party for: (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by a party's negligent act or omission, or that of their respective agents, subcontractors or employees.

8. INDEMNIFICATION

8.1 Each Party agrees to defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

8.2 Carrier shall defend, indemnify and hold ALLTEL harmless from all claims by Carrier's subscribers.

8.3 ALLTEL shall defend, indemnify and hold Carrier harmless from all claims by ALLTEL's subscribers.

8.4 The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

8.5 The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.7 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its Tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in section 8 above).

9. CONFIDENTIALITY AND PUBLICITY

9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

9.2. For a period of three (3) years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3)

safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

9.5. Neither Party shall produce, publish, or distribute any press release, advertisement, or other publicity except as necessary to explain or respond to any public dispute between the Parties in connection with this agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.6. Nothing herein shall be construed as limiting the rights or obligations of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

10. WARRANTIES

10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or ALLTEL and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent

shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of money shall be void to the extent that it attempts to impose additional obligations other than the payment of such money on the other Party or the assignee, additional to the payment of such money.

12. GOVERNING LAW

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

13. RELATIONSHIP OF PARTIES

13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. NO THIRD PARTY BENEFICIARIES

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

15. NOTICES

15.1 Except as otherwise provided herein, all contract notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

Contract Notices			
If to ALLTEL:	ALLTEL Communications Director - Negotiations One Allied Drive Mail Stop: B5-F04D Little Rock, AR 72202	If to Carrier:	NPCR, Inc. Attn: Donald J. Manning 4500 Carillon Point Kirkland, WA 98033
with a copy to:	ALLTEL Director Telecom Policy One Allied Drive Mailstop: B5F04-D Little Rock, AR 72202	with a copy to:	NPCR, Inc. Attn: Don Kuban 8 Airline DR, Suite 105 Albany, NY 12205 Todd Lantor Nextel Partners, Inc. 2002 Edmond Halley Dr 6th Floor, #C-6115 Reston, VA 20191

Billing
Notices

If to ALLTEL:	Alltel Attn: Staff Manager 1 Allied Drive Mailstop: B4F03N Little Rock, AR 72202	If to Carrier:	NPCR, Inc. 4500 Carillon Point Kirkland, WA 98033

15.2. 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 16.

16. WAIVERS

16.1. Failure of either Party to insist on performance of any duty, term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as an existing, continuing or future waiver of such duty, term, condition, right or privilege, as well as all waivers under this Agreement must be in writing and signed by the waiving Party in order to be effective. The Parties acknowledge that ALLTEL is entitled to assert and/or seek all available rights afforded Rural Telephone Companies and fewer than 2% rural carriers under the Act including, but not limited to, exemptions, suspensions, and modifications under §§ 251(f)(1) and (2) of the Act.

17. SURVIVAL

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

18. FORCE MAJEURE

18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by ALLTEL, ALLTEL agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

19. DISPUTE RESOLUTION PROCEDURES

19.1 Notice of Disputes

For a contractual dispute to be valid it must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Attachment 2 or the dispute will not be considered a valid billing dispute and therefore denied by the billing

Party. The billing dispute form must be completed in its entirety by the disputing Party or the dispute will be denied by the billing Party.

19.2 **Billing Disputes**

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Attachment 2 by the due date on the disputed bill. The dispute form must be complete, with all applicable fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all applicable information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 19.2.1. If escalation of the billing dispute does not occur within the sixty (60) days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

19.2.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

19.2.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

19.2.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

19.2.1.3 If the dispute is not resolved within one hundred and twenty (120) days of receipt of the Billing Dispute Form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 19.5, may be invoked.

19.2.1.4 Upon execution of this agreement each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain, at a minimum, the name, title, phone number, fax number and email address for each escalation point identified in this section 19.2.1.

19.2.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in section 5 Part C. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

19.2.2.1 For purposes of this subsection 19.2, a billing dispute shall not result in the refusal of either Party to pay other undisputed amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Billing Dispute for purposes of this subsection 19.2.

19.2.2.2 Once the billing dispute has been resolved in accordance with this subsection 19.2, the disputing Party will make immediate payment on any and all of the previously disputed amounts found to be owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party by the next billing cycle.

19.2.2.3 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

19.3 **All Other Disputes**

19.3.1 All other disputes (*i.e.*, contractual disputes) shall be valid only if the dispute is within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

19.3.2 No action or demand for arbitration, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than three (3) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

19.3.3 **Alternative to Litigation**

19.3.3.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with the Dispute Resolution process, the Parties agree to use the Dispute Resolution procedure in 19.4 with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

19.3.3.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 19.4 below. The Parties will endeavor to informally resolve the dispute within sixty (60) calendar days of receipt of the Dispute Notice.

19.4 **Informal Resolution of Non-Billing Disputes**

In the case of a non-billing dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are

not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than sixty (60) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

19.5 **Formal Dispute Resolution**

19.5.1 The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 19.4 above or in accordance with subsection 19.2.1.3, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that, upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration.

20. COOPERATION ON FRAUD

20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

21. TAXES

21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

22. AMENDMENTS AND MODIFICATIONS

22.1 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.

22.2 If Carrier changes its name or makes changes to its company structure or identity due to merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify ALLTEL of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

23. SEVERABILITY

23.1. Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or 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.

24. HEADINGS NOT CONTROLLING

24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

25. ENTIRE AGREEMENT

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26. COUNTERPARTS

26.1. 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.

27. SUCCESSORS AND ASSIGNS

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. IMPLEMENTATION

28.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29. SECURITY DEPOSIT

29.1 Unless specifically waived in writing, each Party reserves the right to require the account be secured with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of payments by the invoice due date for services pursuant to this Agreement to the requiring Party. A payment is delinquent if it is made after the payment due date.

29.2 Such security deposit shall take the form of cash or cash equivalent or other forms of security acceptable to the requiring Party.

29.3 If a security deposit is required on a new account, such security deposit shall be made prior to the establishment of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the requiring Party of additional orders for service.

29.4 The amount of such security deposit shall be equal to two (2) months' estimated billings as calculated by the requiring Party, or two times the most recent month's invoice amount on existing requiring Party accounts. The minimum amount of a security deposit is $10,000.

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

29.6 Each Party reserves the right to require an increase, and the depositing Party agrees to pay an increase in the security deposit requirements when, in the requiring Party's reasonable judgment, changes in the depositing Party's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

29.7 Any security deposit shall be held by the requiring Party as a guarantee of payment of any charges for services pursuant to this Agreement billed to the depositing Party, provided, however, the requiring Party may exercise its right to credit any cash deposit to the depositing Party's account upon the occurrence of any one of the following events:

29.7.1 when depositing Party's undisputed balances due to the requiring Party are more than thirty (30) days past due; or

29.7.2 when depositing Party files for protection under the bankruptcy laws; or

29.7.3 when an involuntary petition in bankruptcy is filed against depositing Party and is not dismissed within sixty (60) days; or

29.7.4 when this Agreement expires or terminates.

29.7.5 If requiring Party draws on a deposit, upon request by the requiring Party, the depositing Party shall replace the deposit with additional funds conforming to the requirements of Section 29.

29.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL Tariff shall be paid to the depositing Party during the possession of the security deposit by the requiring Party. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to thedepositing Party by the accrual date. Cash or cash equivalent security deposits will be returned to depositing Party when has made current payments for services pursuant to this Agreement to the requiring Party for twelve (12) consecutive months.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION FOR AUTHORIZED SERVICES

1. INTERCONNECTION

1.1. Carrier shall interconnect with ALLTEL's facilities as follows for the purpose of routing or terminating Authorized Services traffic as covered under this Agreement.

1.2. For Direct Interconnection: Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection (POI) on ALLTEL's interconnected network, subject to ALLTEL having facilities at the POI of sufficient capacity to exchange traffic with Carrier, which may include a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Authorized Services traffic. By way of example, a technically feasible Point of Interconnection on ALLTEL's interconnected network would include an applicable ALLTEL tandem or ALLTEL end office wire center, or meet point at ALLTEL's service area boundary. The availability of a POI will not be limited or restricted as a result of any need by ALLTEL for additional capacity on interoffice facilities between an ALLTEL tandem and a subtending ALLTEL end office.

1.3. Direct Interconnection to ALLTEL is available by the following types of interconnection:

1.3.1. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to an ALLTEL Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with ALLTEL End Offices

subtending the tandem switch. A Type 2A Interconnection cannot be used to reach Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX. ALLTEL will not transit traffic from Carrier to a Third Party network or accept traffic from a Third Party network to be delivered to Carrier. Traffic originated by a telecommunications carrier, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2A direct interconnection

1.3.2 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to an ALLTEL End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid ALLTEL NXX codes served by End Offices and Remote Switches subtending that ALLTEL End Office and cannot be used to reach EAS points, Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX. Traffic originated by a telecommunications carrier, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2B direct interconnection

1.4 Where Carrier provides service to its subscribers within a given LATA,Carrier shall establish direct trunk groups to each ALLTEL tandem switch

1.5 The Parties shall utilize direct end office trunk groups under any one of the following conditions:

1.5.1 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Carrier's switch and an ALLTEL end office that directly subtends a third party LEC's tandem or either Party receives billing records from a third party LEC and such traffic exceeds or is forecasted to exceed 500,000 mobile-to-land minutes of use for a single month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. The Parties will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed 500,000 mobile-to-land minutes of use for a single month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold; or

1.5.2 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of condition (1.5.1) above.

1.6 Except where facilities overflow or are out of service, where the Parties interconnect directly, (a) ALLTEL agrees to route over such direct facilities its originated traffic to Carrier's designated NPA/NXXs associated with rate centers that are local or EAS to the originating caller, and (b) Carrier agrees to deliver over such direct connections its originated traffic to ALLTEL's NPA/NXXs associated with the end office to which Carrier has connected or associated with an end office that subtends the tandem to which Carrier has connected.

2. EXCHANGE OF TRAFFIC

2.1. Where the Parties interconnect for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.

2.2. When traffic is not segregated according to traffic types, the Parties have agreed to use a traffic factor to estimate the amount of traffic that is InterMTA. Based upon the unique MTA geography of the areas served by the Parties the InterMTA traffic factor will be as specified in Attachment 1, which will be applied only on minutes of use terminating from Carrier to ALLTEL at the rate specified in Attachment 1.

2.3. Where available, ALLTEL will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. When ALLTEL provides SS7 Signaling services directly to Carrier, ALLTEL shall provide such service at then prevailing rates in ALLTEL's applicable Tariff. These rates are for the use of ALLTEL's STP's in the completion of mobile-to-land Telecommunications traffic. Costs of STP bridge links and port terminations used when connection is required between Carrier's and ALLTEL's STPs shall be handled on a bill and keep basis. Carrier may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with ALLTEL using a Third Party Provider's network, provided that the Third Party has established SS7 interconnection with ALLTEL.

2.4. In the event SS7 facilities are not available from ALLTEL, Carrier may, at its option, obtain multifrequency signaling.

2.5. Where the Parties interconnect directly, and as further described in sections 4.7.1 and 4.7.2, each Party is responsible for the cost of transport on its side of the POI.

2.6. ALLTEL agrees to provide local dialing parity on calls to Carrier's NPA/NXXs associated with ALLTEL's local and EAS calling scopes, regardless of whether calls are delivered directly or indirectly.

2.7. As used in this Section, tandem transit traffic is telephone exchange service traffic that originates on Carrier's network, and is transported through an ALLTEL tandem to a CLEC, ILEC other than ALLTEL, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant ALLTEL tandem to which Carrier delivers such traffic. Neither the originating nor terminating customer of such traffic is a customer of ALLTEL with respect to such traffic. Subtending central offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through an ALLTEL end office.

2.8. Tandem transit traffic may be routed over interconnection trunks. Carrier shall deliver via ISUP signaling, including provision of Calling Party Number (CPN).

2.9. Carrier shall pay ALLTEL for transit service that Carrier originates at the rate specified in the Attachment 1 Price List, plus any additional charges or costs that the terminating carrier imposes or levies on ALLTEL for the delivery or termination of such traffic, including any switched exchange access service charges. In the event ALLTEL bills Carrier for charges or costs that the terminating carrier imposes or levies on ALLTEL for the delivery or termination of Carrier's traffic, ALLTEL will, upon Carrier's request, work cooperatively with Carrier to dispute such charges or costs with the terminating carrier and Carrier will defend ALLTEL and hold it harmless with respect to any attempt by a terminating carrier to collect from ALLTEL or to impose liability on ALLTEL with respect to traffic originated by Carrier. In the event the Commission or a court or arbitrator of competent jurisdiction orders ALLTEL to pay (in whole or part) charges or costs that the terminating carrier imposes or levies on ALLTEL for the delivery or termination of Carrier's traffic, Carrier will reimburse ALLTEL in full for the charges or costs that ALLTEL is ordered to pay. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on ALLTEL for the delivery or termination of Carrier's traffic, Carrier shall reimburse ALLTEL in full for the actual costs, including reasonable attorneys' fees, ALLTEL incurred in connection with disputing and/or defending against the charges or costs levied by the terminating carrier.

2.10. It is Carrier's responsibility to obtain a written telecommunications service traffic exchange arrangement with any terminating carrier to which it delivers telecommunications service traffic that transits ALLTEL's tandem office. When measurements show the volume of Carrier's traffic transiting a specific ALLTEL tandem to a particular terminating carrier exceeds the Centium Call Second busy hour equivalent of one (1) DS-1 and/or 500 Centium Cell Second per average busy hour for two out of three consecutive months (the "Threshold Level"), Carrier will (i) with respect to any terminating

carrier with which it has an agreement, cease terminating traffic to the particular carrier through ALLTEL within sixty (60) days of exceeding the threshold and (ii) with respect to any terminating carrier with which it does not have an agreement when it exceeds the threshold, cease terminating traffic to the particular carrier through ALLTEL within one hundred thirty-five (135) days days after exceeding the threshold. The above dates after which Carrier is to cease terminating traffic through ALLTEL may be extended by Carrier while it is current and remains current in compensating ALLTEL with respect to the transit service provided by ALLTEL, is in compliance with its obligations under section 1.3 above and has initiated and is prosecuting a proceeding before a regulatory commission or court with appropriate jurisdiction as necessary to enable Carrier to deliver traffic to the terminating carrier through a means other than through transiting ALLTEL.

2.11. Tandem transiting traffic factor. The mobile transiting factor specified in Attachment 1 Price List represents the percentage of mobile to land minutes which will be considered as transiting minutes. The Parties will use the factor to determine a reasonable approximation of the mobile to land traffic which is originated by Carrier and transits ALLTEL's network to a third party provider. This factor will be used to reduce the total minutes delivered from Carrier to ALLTEL and to determine the minutes subject to reciprocal compensation. This factor can be reviewed upon either Party's request, but no more often than once every twelve (12) months after the effective date of this Agreement. The Party requesting the review will conduct or cause to be conducted, a transit traffic study and will provide the study to other Party. If the Parties are not able to reach agreement with respect to an appropriate factor, the disptue will be resolved in accordance with the disptue resolution provisions of this Agreement.

3. TYPES OF TRAFFIC AND SERVICES

3.1. This Agreement applies only to the exchange of Authorized Services Local Traffic and Indirect Traffic. Traffic originating from end users whose service is provisioned by the combination of unbundled network elements including local switching (UNE-P) lines is excluded from this agreement. Although InterMTA Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of InterMTA Traffic are handled elsewhere, as referenced in sections 2.2 and 4.1 of Part C.

4. COMPENSATION

4.1. InterMTA Traffic

4.1.1. Compensation for InterMTA Traffic between the interconnecting Parties shall be at the rate specified in Attachment 1.

4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between ALLTEL and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where ALLTEL is the designated toll carrier, for lines that are IntraLATA PIC assigned to ALLTEL or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate as specified in the applicable ALLTEL Tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at ALLTEL's tariffed rate.

4.2. Local Traffic. Under this Agreement, the originating Party is only required to compensate the terminating Party for terminating Local Traffic originating from an originating Party's end user. The rates set forth on Attachment 1 shall be used.

4.2.1 Reciprocal Compensation for the termination of Local Traffic

4.2.1.1 The terminating Party will bill the originating Party for the originating Party's originated direct and indirect Local Traffic terminating on the terminating Party's network at the reciprocal compensation rate specified in Attachment 1.

4.3. Indirect Traffic. When the Parties interconnect their networks indirectly via a third party LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in section 4 and at the rates specified in Attachment 1. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office or via another LEC's tandem to the other Party's tandem. When traffic to an end office that directly subtends a third party LEC's tandem exceeds 500,000 mobile to land minutes of use, then Carrier will establish a direct connection to the ALLTEL end office. If the ALLTEL end office is a remote switch, the Carrier will establish a direct connection to the ALLTEL host switch serving the ALLTEL remote switch.

4.3.1 With respect to Carrier's originated indirect traffic, the POI will be adjacent to and on the ALLTEL side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected. With respect to ALLTEL originated indirect traffic, the POI will be adjacent to and on Carrier's side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected.

4.3.2 Each Party will assume responsibility for the costs of transport from its switch to the POI for the traffic it originates.

4.3.3 ALLTEL agrees to provide local dialing parity on calls to Carrier's NPA-NXXs associated with ALLTEL's local and EAS calling scope, regardless of what transport arrangements ALLTEL utilizes to deliver intraMTA traffic to Carrier, or whether the third party tandem provider imposes or attempts to impose transit fees for traffic in the land-to-mobile direction.

4.4. To the extent that Carrier does not have the necessary information or capability to bill ALLTEL based upon actual, direct and/or indirect Local Traffic, Carrier will bill ALLTEL based upon the traffic factors specified in Attachment 1.

4.5. Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, or Switched Access.

4.6 Interconnection Facilities for direct interconnection include, but are not limited to the following:

4.6.1 ALLTEL service area boundary as meet-point POI

4.6.1.1 Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the ALLTEL service area boundary POI and Carrier's MSC.

4.6.1.2 ALLTEL shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the ALLTEL service area boundary POI and ALLTEL's switch.

4.6.2 Carrier cell site within ALLTEL service area as POI

4.6.2.1 Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and Carrier's MSC.

4.6.2.2 ALLTEL shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and ALLTEL's switch.

4.6.3 Carrier determines the direct trunking approach (4.7.1 vs. 4.7.2) for each POI, subject to technical feasibility requirement and ALLTEL having facilities at POI of sufficient capacity to carry the volume of traffic to be exchanged. Any dispute over location of POI will be handled pursuant to the Dispute Resolution Procedures as outlined in Part B, Section 19.

4.6.4 Once mutually agreed to, actual POIs will be identified either in this Agreement or through other mutually agreeable documentation.

4.6.5 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving or connecting to the Internet service provider shall order trunks or facilities from the appropriate Tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

5. CHARGES AND PAYMENT

5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1 and the applicable Access Tariff subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.

5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in subsection 5.6 below, shall apply.

5.3 Payment is not due for any and all billed amounts, which are disputed until such dispute has been resolved in accordance with the provisions governing billing dispute resolution outlined in section 19 of Part B of this Agreement.

5.4 ALLTEL will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

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

5.6 The Parties agree that interest on past due balances related to undisputed bills will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

6. BILLING

6.1. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. Except as provided in Part C, Section 4, if the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

6.2. ALLTEL will route indirect traffic to an NPA-NXX of Carrier as specified in the Location Exchange Routing Guide (LERG) or through any direct connection between ALLTEL and Carrier. If ALLTEL can not record the traffic terminating to ALLTEL originating from these NPA-NXX's of the Carrier, then ALLTEL will use meet-point billing records or industry standard records from third party carrier. Both Parties are responsible for establishing transport arrangements with the third party for the transiting of the traffic for these NPA-NXX's.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

1. GENERAL REQUIREMENTS

1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

1.2. Each Party shall provide a twenty-four (24)-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

1.3. ALLTEL will process Carrier maintenance requests at Parity.

1.4. Notice of Network Change. The Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, ALLTEL shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is expressly considered part of this requirement.

1.5. Each party is required to maintain accurate LERG data as part of this Agreement.

1.6. ALLTEL will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. ALLTEL will respond to Carrier customer alarms at Parity with response to alarms for its own customers.

1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

2.1. ALLTEL shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

3. SERVICE PROJECTIONS

3.1. ALLTEL and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

3.1.1. Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;

3.1.2. Two-Six Codes for each trunk group;

3.1.3. Quantity of trunks in service;

3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a twenty (20)-day period (generally a four-week period, not to include

weekends or holidays) from the previous twelve (12) months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

4. QUALITY OF SERVICE

4.1. Interconnections services purchased under the terms of this Agreement shall be equal in quality with interconnection services ALLTEL provides its Affiliates, subsidiaries or any other Telecommunications Carrier.

4.2. A blocking standard not to exceed 1% during the average busy hour shall be maintained for all local interconnection facilities.

4.3. Carrier and ALLTEL shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

5. INFORMATION

5.1. The Parties must provide order confirmation within twenty-four (24) hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

1. GENERAL REQUIREMENTS

1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

NPCR, Inc.

By: _____

Name: Ann Mowry

Title: Asst. Sec

Date: 6/29/06

ALLTEL Nebraska, Inc.

By: _____

Name: Mike Rhoda

Title: Senior VP – Wireline Regulatory and Wholesale

Date: 7/10/06

ATTACHMENT 1 – PRICE LIST

Description	ALLTEL Nebraska
Reciprocal Compensation	
2A Rate (per MOU)	$.0088
2B Rate (per MOU)	$.0088
Indirect Rate (per MOU)	$.0088
Traffic Factors	
Carrier-originated	65%
ALLTEL-originated	35%
TRANSIT	
Rate	$.003
Factor	20%
InterMTA Factor (Applies only to traffic originating from Carrier and terminating to ALLTEL)	15%
ALLTEL InterMTA Rate:	$.013726

ATTACHMENT 2 – BILLING DISPUTE FORM

Billing Company Contact Information Section:	
1. Billing Company Name:	2. Billing Contact Name:
3. Billing Contact Address:	4. Billing Contact Phone:
	5. Billing Contact Fax #:
	6. Billing Contact Email:

Disputing Company Contact Information Section:	
7. Disputing Company Name:	8. Disputing Contact Name:
9. Disputing Contact Address:	10. Disputing Contact Phone:
	11. Disputing Contact Fax #:
	12. Disputing Contact Email:

General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date: 23. Billed Amount:		24. Dispute Reason Code:	25. Dispute Desc:	
26. Disputed Amount: $ 27. Disputed Amount Withheld: $ 28. Disputed Amount Paid: $			29. Dispute Bill Date From: Dispute Bill Date Thru:	

Dispute Information Section:			
30. Rate Element/USOC:			31. Rate: Billed Correct
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct		36: Jurisdiction ☐ Non Jurisdictional ☐ Inter/Interstate ☐ Intra/Interstate ☐ Intra/Intrastate	37. Mileage: Billed Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40: State: 41: LATA:

Facilities/Dedicated Circuit Dispute Information Section:	
42. PON: 43 SON: 44. EC Circuit ID: 45 Circuit Location: 46. IC Circuit ID: 47. CFA :	48. TN/All: 49. Point Code: 50. USOC Quantity: 51. Two-Six Code:
52. Facilities From Date: Thru Date:	

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: ☐ N/A ☐ Orig. ☐ Term. ☐ Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date: Thru Date:		
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : ☐	
65. Invoice(s) LPC billed: 66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: $	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: $	77. Amount Credited: $	
78. Bill Section Adjustment will appear on: OC&C_____ Adjustment_____		
79. Resolution remarks:		